

FOIA REQUEST

EPA-R4-2017-011073

Contract Number: EP-S4-09-03

Enforcement Support Services IV

EP-S4-09-03

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. EP-S4-09-03		3. EFFECTIVE DATE 9/29/2009		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-R4-09-10004	
5. ISSUED BY U.S. EPA Region 4 Acquisition Management Section 61 Forsyth Street, S.W. Atlanta, GA 30303		6. ADMINISTERED BY (if other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) TOEROEK ASSOCIATES, INC. 4891 INDEPENDENCE STREET SUITE 149 Wheat Ridge, CO 80033					
8. DELIVERY () FOB ORIGIN () OTHER (See below)					
9. DISCOUNT FOR PROMPT PAYMENT N/A					
10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:		ITEM		12	
11. SHIP TO MARK FOR CODE		FACILITY CODE		12. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: () 10 U.S.C. 2304(c)(X) (X) 41 U.S.C. 253(c)(5)					
14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Environmental Protection Agency - Region 4 Superfund Enforcement Support Services				
15G. TOTAL AMOUNT OF CONTRACT					\$2,981,871.00
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G	CONTRACT ADMINISTRATION DATA				
H	SPECIAL CONTRACT REQUIREMENTS				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this contract, (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. () AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms stated above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award document. No further contractual documents are necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Alonna Toeroek, President			20A. NAME OF CONTRACTING OFFICER KIMBERLY L. WASHINGTON		
19B. NAME OF CONTRACTOR Alonna Toeroek (Signature of person authorized to sign)			20B. UNITED STATES OF AMERICA Kimberly L. Washington (Signature of Contracting Officer)		
19C. DATE SIGNED 9/29/09			20C. DATE SIGNED 9/29/09		

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/
DK9054	09	T	04D	302EC7C	A4GGNS00	C001	2505	\$70,000.00	C

**B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY
CONTRACT (EPAAR 1552.216-73) (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract.

Base Period (Year 1) - (Effective date of award - 9/30/2010)

Item No.	Personnel Description	Unit	Unit Price
1001	Senior Attorney	Hour	(b)(4) Confidential Business Information
1002	Mid-Level Attorney	Hour	
1003	Attorney	Hour	
1004	Civil Investigator	Hour	
1005	Data Entry Clerk	Hour	
1006	Engineer	Hour	
1007	Environmental Analyst	Hour	
1008	Financial Analyst	Hour	
1009	Financial Manager	Hour	
1010	Paralegal Specialist	Hour	
1011	Program Manager	Hour	
1012	Project Manager	Hour	
1013	Research Analyst	Hour	
1014	Sr. Environmental Analyst	Hour	
1015	Title Abstractor	Hour	
1016	Quality Assurance/Quality Control Manager	Hour	

1017	Community Relations Specialist	Hour	(b)(4) Confidential Business Information	
1018	Travel	Total Estimate	\$25,000.00	
1019	Other Direct Costs	Total Estimate	\$49,650.00	
1020	Superfund Record/Document Management- Fixed Price	12 Months	Amount \$22,287.33	Total \$267,448.00

Base Period (Year 2) - (10/1/2010- 9/30/2011)

Item No.	Personnel Description	Unit	Unit Price
2001	Senior Attorney	Hour	(b)(4) Confidential Business Information
2002	Mid-Level Attorney	Hour	
2003	Attorney	Hour	
2004	Civil Investigator	Hour	
2005	Data Entry Clerk	Hour	
2006	Engineer	Hour	
2007	Environmental Analyst	Hour	
2008	Financial Analyst	Hour	
2009	Financial Manager	Hour	
2010	Paralegal Specialist	Hour	
2011	Program Manager	Hour	
2012	Project Manager	Hour	
2013	Research Analyst	Hour	
2014	Sr. Environmental Analyst	Hour	
2015	Title Abstractor	Hour	
2016	Quality Assurance/Quality Control Manager	Hour	
2017	Community Relations Specialist	Hour	
2018	Travel	Total Estimate	\$25,000
2019	Other Direct Cost	Total Estimate	\$49,650.00

2020	Superfund Record/Document Management- Fixed Price	12 Months	Amount \$22,914.93	Total \$274,979.15
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Base Period (Year 3) - (10/2/2011- 9/30/2012)

Item No.	Personnel Description	Unit	Unit Price	
3001	Senior Attorney	Hour	(b)(4) Confidential Business Information	
3002	Mid-Level Attorney	Hour		
3003	Attorney	Hour		
3004	Civil Investigator	Hour		
3005	Data Entry Clerk	Hour		
3006	Engineer	Hour		
3007	Environmental Analyst	Hour		
3008	Financial Analyst	Hour		
3009	Financial Manager	Hour		
3010	Paralegal Specialist	Hour		
3011	Program Manager	Hour		
3012	Project Manager	Hour		
3013	Research Analyst	Hour		
3014	Sr. Environmental Analyst	Hour		
3015	Title Abstractor	Hour		
3016	Quality Assurance/Quality Control Manager	Hour		
3017	Community Relations Specialist	Hour		
3018	Travel	Total Estimate	\$25,000.00	
3019	Other Direct Cost	Total Estimate	\$49,650.00	
3020	Superfund Record/Document Management- Fixed Price	12 Months	Amount \$23,554.70	Total \$282,656.45

Option Period I - (Year 1) - (10/1/2012- 9/30/2013)

Item No.	Personnel Description	Unit	Unit Price
4001	Senior Attorney	Hour	(b)(4) Confidential Business Information
4002	Mid-Level Attorney	Hour	
4003	Attorney	Hour	
4004	Civil Investigator	Hour	
4005	Data Entry Clerk	Hour	
4006	Engineer	Hour	
4007	Environmental Analyst	Hour	
4008	Financial Analyst	Hour	
4009	Financial Manager	Hour	
4010	Paralegal Specialist	Hour	
4011	Program Manager	Hour	
4012	Project Manager	Hour	
4013	Research Analyst	Hour	
4014	Sr. Environmental Analyst	Hour	
4015	Title Abstractor	Hour	
4016	Quality Assurance/Quality Control Manager	Hour	
4017	Community Relations Specialist	Hour	
4018	Travel	Total Estimate	\$25,000.00
4019	Other Direct Cost	Total Estimate	\$49,650.00
4020	Superfund Record/Document Management- Fixed Price	12 Months	<div>Amount</div> <div>\$24,215.69</div> <div>Total</div> <div>\$290,588.25</div>

Option Period I - (Year 2) - (10/1/2013- 9/30/2014)

Item No.	Personnel Description	Unit	Unit Price
5001	Senior Attorney	Hour	(b)(4) Confidential Business Information
5002	Mid-Level Attorney	Hour	

5003	Attorney	Hour	(b)(4) Confidential Business Information	
5004	Civil Investigator	Hour		
5005	Data Entry Clerk	Hour		
5006	Engineer	Hour		
5007	Environmental Analyst	Hour		
5008	Financial Analyst	Hour		
5009	Financial Manager	Hour		
5010	Paralegal Specialist	Hour		
5011	Program Manager	Hour		
5012	Project Manager	Hour		
5013	Research Analyst	Hour		
5014	Sr. Environmental Analyst	Hour		
5015	Title Abstractor	Hour		
5016	Quality Assurance/Quality Control Manager	Hour		
5017	Community Relations Specialist	Hour		
5018	Travel	Total Estimate	\$25,000.00	
5019	Other Direct Costs	Total Estimate	\$49,650.00	
5020	Superfund Record/Document Management- Fixed Price	12 Months	Amount \$24,887.26	Total \$298,647.14

Fixed Rates:

The rate, or rates, set forth above cover all expenses, including, salaries, overhead, general and administrative expenses, and profit.

Travel and per diem expenses will be reimbursed at actual cost in accordance with the Federal Joint Travel Regulations.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task Orders and accepted by the Contracting Officer. (See Section G clause entitled "ORDERING METHODS"). The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task Orders.

Superfund Record/Document Management (SDMS)

The fixed price for Task 4, Superfund Record/Document Management (SDMS), is set forth below. The contractor shall meet the performance requirements in accordance with Task 4 of the performance work statement. Payment will be made upon delivery and acceptance of 120,000 pages per month. The monthly fixed price shall be reduced and payment made on a pro-rated basis based upon the number of pages scanned. The formula used for reduction will be to divide 120,000 by the price per month to obtain a price per page. The Contractor will be paid price per page times the actual number of pages scanned.

B.2 NEGOTIATION OF ADDITIONAL FIXED RATES

From time to time, additional items may be added to Section B Clause, entitled "FIXED RATES FOR SERVICES - INDEFINITE DELIVER/INDEFINITE QUANTITY CONTRACT" with fixed rates negotiated and agreed to between the parties. If mutually agreed to by the Contracting Officer and the Contractor, specific fixed rates which are not included in the list may be negotiated. If the contractor identifies additional items for inclusion on the list which development of a fixed rate applicable to an individual task order is appropriate, then the contractor shall furnish to the Contracting Officer a written request identifying the proposed rate. The request shall include cost and pricing data supporting the proposed rate which is acceptable to the Contracting Officer.

B.3 FUNDING

At the time of task order award, total funding required for an individual project may not be available for obligation. Any necessary funding actions after issuance of a task order will be accomplished by a formal modification of the task order, issued by the Contracting Officer.

B.4 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$75,000.00 in the base period, and \$75,000.00 in the option period I years 4-5 (if exercised). The amount of all orders shall not exceed \$2,981,871.00 in the base year, and \$2,016,942.00 for the option period (if exercised).

B.5 Incorporation of Contractor's Cost Proposal

The Contractor's revised cost proposal entitled "Enforcement Support Services, Region 4, dated September 22, 2009, is incorporated by reference and made a part of this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Performance Work Statement

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Performance Work Statement included in Section J, Attachment 1.

The Contractor shall perform work under this contract only as directed in task orders issued by the Contracting Officer.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act

requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "Enforcement Support Services for Region 4", dated June 12, 2009, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable

directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.5 C.6 CONFLICT OF INTEREST PLAN

The contractor shall adhere to the procedures set forth in its Conflict of Interest Plan completed as part of the response to RFP-R4-09-10004 incorporated into the contract as the attachment entitled "Conflict of Interest Plan".

C.6 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)

Packing and marking requirements will be specified in individual task orders, if applicable.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES--FIXED-PRICE (FAR 52.246-4) (AUG 1996)

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (FAR 52.246-6) (MAY 2001)

(a) *Definitions.* As used in this clause--

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost

from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 2.

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The base period of performance of this contract shall be from effective date of contract award to September 30, 2010 exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 18a on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation

instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.2 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be

treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent

liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.3 Indirect Costs

Fixed rates are hereby established on indirect costs under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the fixed rates listed below:

Cost Center	Rate	Base
Fringe Benefits	(b)(4) Confidential Business Information	Total Direct Labor]
Offsite Overhead		Offsite Labor Only]
Contractor site Overhead		General Officer Direct Labor]
Subcontract Handling		Direct Subcontract Cost]
General and Administrative		Total Cost Input]

The fixed rates specified above are applicable from the effective date of the contract thorough the end of the period of performance including any options.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer:

Barbara Dobson (404)562-8878
 US EPA, Region 4
 Sam Nunn Atlanta Federal Center
 11th Floor
 61 Forsyth Street, SW
 Atlanta, GA 30303

Alternate Project Officer:

Charles Swan (404) 562-8848
 US EPA, Region 4
 Sam Nunn Atlanta Federal Center
 11th Floor

61 Forsyth Street, SW
Atlanta, GA 30303

Administrative Contracting Officer:

Kimberly Washington (404)562-8263
US EPA, Region 4
Sam Nunn Atlanta Federal Center
14th Floor
61 Forsyth Street, SW
Atlanta, GA 30303

G.5 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 4 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the

FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation

method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontract:

Techlaw, Inc.

G.7 Government Property

The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract.

Dell 280 Computers

A79626 EPA Region 4, 10th Floor Imaging Center

A79665 EPA Region 4, 10th Floor Imaging Center

Dell 620 Computers

A80659 EPA Region 4, 10th Floor Imaging Center

A80732 EPA Region 4, 10th Floor Imaging Center

A80742 EPA Region 4, 10th Floor Imaging Center

A80743 EPA Region 4, 10th Floor Imaging Center

A80747 EPA Region 4, 10th Floor Imaging Center

Fujutsi M4099 D Scanners

A80221 (S/N 173) EPA Region 4, 10th Floor Imaging Center

A35948 (S/N 917) EPA Region 4, 10th Floor Imaging Center

Desks and Chairs - up to seven(7)available

Phone jacks and phone plugs, for six(6) telephones

Telephone sets, Dterm Series I telephone handsets six(6) each

Associated wiring and plugs for up to three scanners and seven(7) computers

Office space availability for SDMS operations - approximately 250 square feet

Computer software - The following software applications will be provided:

Microsoft Windows Office Suite XP and SDMS software.

G.8 ORDERING METHODS

(a) The Government will order any services to be furnished under this contract by written task orders issued by the Contracting Officer, from the effective date of the contract through the expiration date of the contract.

(b) A Standard Form 30 will be the method of amending task orders.

(c) The Contractor will be required to provide services as specified in each individual PWS that will be attached to the task order. Orders will be issued on a fixed hourly rate basis with ceiling price. Each task order will also contain a period of performance, deliverable schedule, place of inspection an acceptance, an any other special requirements (i.e., travel).

(d) The Contracting Officer will issue a task order with funding necessary for the contractor to develop a proposal, perform preliminary work in some instances, and to attend a site specific scoping meeting. The site specific scoping meeting will be held at the place designated by the Contracting Officer. The purpose of this meeting is to discuss specific contracts managements issues related to work at the proposed site. All costs for these meetings shall be included in the fixed rate.

(e) The Contractor shall acknowledge receipt of each task order within five

(5) calendar days and shall prepare and forward to the Contracting Officer within (15) business days after the scoping meeting, (unless specified otherwise) a written task order proposal in response to the task order.

(f) The task order proposal is to include:

- a description of the Contractor's technical and management approach to performing the work and meeting the specified service level(s)

- a staffing plan to include identification of which individuals will serve as key personnel for the order

- detailed work schedule identifying all significant milestones and deliverables

- a conflict of interest certification

- a price proposal for the performance of the required work on a fixed hourly rate/not to exceed basis, or where appropriate, on a firm fixed price basis (if applicable). The price shall be calculated using the appropriate item no. unit prices to include each labor category required to perform the work, and the corresponding number of hours for each item no. The proposal shall provide individual names, professional disciplines, associated contract fixed hourly loaded labor rates (using the appropriate item no. unit prices) proposed number of hours and extended dollars required for completion of each task, and a total price for all tasks. The hours estimates and estimates for other contract cost elements such as travel shall be provided down to the sub-task level, at a minimum.

- agreement with, or proposed alternative to, the task order request.

(g) EPA will review the task order proposal. The Contracting Officer may discuss any aspect of the proposal with the Contractor prior to issuing the order. Upon approval of the proposal, the Contracting Officer will modify the task order to reflect the approved budget and proposal.

(h) The Contractor shall not begin any technical effort on the task order which has not been funded, until a modification to the task order signed by the Contracting Officer has been received.

(j) Each task order will have a ceiling price which the Contractor may not exceed. In the case of ceiling priced orders, when the Contractor has reason to believe that the costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 75 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officers Representative and the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDERS

- a) Performance of the services in this contract shall be made only as authorized by Task Orders issued in accordance with the Section G Clause, "Ordering Methods".
- (b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.
- (c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this similar services.
- (d) All Task Orders issued will be for the services specified in each Task Order, and will be in accordance with the fixed rates specified in Section B of this contract.
- (e) CORs do not have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Task Orders issued hereunder must be submitted to the Contracting Officer for action.
- (f) Each Task Order will include:
 - 1. Date of the order, contract number, task order number, accounting and appropriation data, ceiling amount of order, period of performance, deliverable schedule, and any other special requirements (i.e., travel).
 - 2. The specific Performance Work Statement related to the activity identified in the Task Order, and any other special technical requirements, or instructions.
- (g) A Standard Form 30 will be used to modify all Task Orders, and will be signed by the Contracting Officer and , when applicable, the Contractor.
- (h) All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between the Task Order and the contract, the contract shall control.

H.2 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

With Task Order Proposal submission, the Contractor shall provide a conflict of interest certification. Where Task Orders are issued under the contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first Task Order issued for that site. For all subsequent work on that site, under the contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest

certifications are required.

Before submitting conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the Task Order request. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under the Task Order or relating to the Task Order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the Task Order or other work related to the site.

H.3 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.4 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform

files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) Prohibition.

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these

thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.6 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.7 Limitation of Future Contracting

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime

Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(d) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the task order and for a period of seven (7) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to any work that may jeopardize CERCLA enforcement actions which pertain to a contract where the Contractor previously performed such work for the EPA under this contract.

(e) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(f) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (i) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(h) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next Administrative level within the Contracting Officer's organization.

(i) A review process available to the Contractor when an adverse

determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does

not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.9 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 1 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount"

clause will be modified to reflect new and separate maximum amounts:

Period	Minimum Amount	Maximum Amount
Option Period I	\$75,000	\$2,016,942.00

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	10/01/12	09/30/14

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.11 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.13 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2)

may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a

competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.14 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.15 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.16 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION

(a) The Contractor shall assign to this contract the following key personnel:

Program Manger - Kevin Geraci

(b) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.18 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.19 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.20 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

To Be Determined

H.21 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.22 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001)

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

H.23 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance,

will represent the final claim under the contract.

H.24 EPA REGIONAL CROSSOVER (LOCAL LW-09-03) (DEC 2001)

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept work assignments for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "Estimated Cost, Base Fee and Award Fee."

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.216-29	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-30	FEB 2007	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR

52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE V (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (APR 2008)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of

business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly

executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 09/30/2012 (Base Period).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$960,000.00;

(2) Any order for a combination of items in excess of \$960,000.00;

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the expiration date. _____

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the last 60 days of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be

considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 1998) DEVIATION

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code 8999 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of the clause.

(c) Any award resulting from this solicitation will be made by the Contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The small business concern will notify the Environmental Protection Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.9 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007) DEVIATION

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8,

Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code

applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I.10 SECTION 8(A) DIRECT AWARD (FAR 52.219-70XX) (JUN 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the EPA. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Small Business Administration
Colorado District Office
721 19th Street, Suite 426
Denver, Colorado 80202
(303)844-2607

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

I.11 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit

directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.12 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
(DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate

reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

Division of Information

1099 14th Street, N.W.

Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at

<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.13 EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54) (MAY 2009)

(a) *Definitions.* As used in this clause-

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply that is-

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification,

in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.* (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business

days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business

days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing

employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of-

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-verify.

- (c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:
<http://www.dhs.gov/E-Verify>.

- (d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

- (e) *Subcontracts.* The Contractor shall include the requirements

of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

- (1) *Is for*— (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

I.14 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.15 PAYMENTS (FAR 52.232-1) (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if:

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.16 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FAR 52.232-7) (FEB 2007) DEVIATION

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.* (1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (i) Performed by the Contractor;
- (ii) Performed by the subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting

Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials*. (1) or the purposes of this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits.

When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially

greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental

expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

I.17 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.18 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2009) DEVIATION

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.19 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (FAR 52.249-4) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

I.20 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.21 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.22 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate

reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NRLB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NRLB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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2. Monthly Progress and Invoice Instructions - 15 Pages
3. Quality Assurance Surveillance Plan and Appendix 43 Pages
4. Instructions for Performing the Annual Allocation
Of Non-Site-Specific Costs - 35 Pages
5. Labor Classification - 7 Pages

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-R4-09-10004 are incorporated into this contract by reference.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

ENFORCEMENT SUPPORT SERVICES PERFORMANCE WORK STATEMENT

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ACRONYMS**A**

AA	Assistant Administrator
ACR	Alternate Client Representative
ADR	Alternative Dispute Resolution
AO	Administrative Order
AOA	Advice of Allowance
AOC	Administrative Order on Consent
AR	Administrative Record
ARAR	Applicable or Relevant and Appropriate Requirement
ARCS	Alternative Remedial Contracting Strategy
ATP	Ability to Pay
ATSDR	Agency for Toxic Substances and Disease Registry

B

BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BODR	Basis of Design Report
BPA	Blanket Purchase Agreement
BRAC	Base Realignment and Closure
BUREC	Bureau of Reclamation

C

CA	Cooperative Agreement
CAA	Clean Air Act
CAG	Community Advisory Group
CB	Case Budget
CBI	Confidential Business Information
CD	Consent Decree
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CERCLIS	Comprehensive Emergency Response, Compensation and Liability Information System
CFR	Code of Federal Regulations
CI	Civil Investigator
CIC	Community Involvement Coordinator
CIP	Community Involvement Plan
CO	Contracting Officer
COB	Close of Business
COI	Conflict of Interest
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CR	Client Representative
CRP	Cost Recovery Package
CRC	Cost Recovery Coordinator
CRI	Community Relations Implementation
CSA	Chemical Safety Audit
CT	Counter Terrorism

CWA Clean Water Act

D

DCDSOPM Digital Conversion of Documents Standard Operating Procedures Manual
DD Decision Document
D – F Day Forward
DNAPL Dense Non-Aqueous Phase Liquid
DOI Department of the Interior
DOJ Department of Justice
DQO Data Quality Objective

E

EA Endangerment Assessment
EAB Environmental Appeals Board
EE/CA Engineering Evaluation/Cost Analysis
EIT Electronic and Information Technology
EPCRA Emergency Planning and Community Right-to-Know Act of 1986
EPA Environmental Protection Agency
EPM Enforcement Project Manager
ERCS Emergency Response Cleanup Services
ERNS Emergency Response Notification System
ESI Expanded Site Inspection

F

FCOR Final Close Out Report
FE Federal Enforcement
FEMA Federal Emergency Management Agency
FMD Financial Management Division
FMO Financial Management Office
FOIA Freedom of Information Act
FR Federal Register
FRC Federal Records Center
FS Feasibility Study
FSP Field Sampling Plan
FY Fiscal Year
FWS Fish and Wildlife Service

G

GFO Good Faith Offer
GIS Geographic Information Systems
GNL General Notice Letter

H

HASP Health and Safety Plan
HRS Hazard Ranking System

I

IAG	Interagency Agreement
ID	Identification Document
IEUBK	Integrated Exposure Uptake Bio-Kinetic
IFMS	Integrated Financial Management System
IMC	Information Management Coordinator

J

JCIA	Java Consolidated Indexing Application
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L

LDRs	Land Disposal Restrictions
LOE	Level of Effort
LTRA	Long-Term Response Action

M

MARS	Management and Accounting Reporting System
ME	Main Entry
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPE	Multi-Phase Extraction
MSW	Municipal Solid Waste

N

NARA	National Archives and Records Administration
NBAR	Non-Binding Preliminary Allocation of Responsibility
NCP	National Contingency Plan (National Oil and Hazardous Substances Pollution Contingency Plan)
NEIC	National Enforcement Investigation Center
NMFS	National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
NOD	Notice of Deletion
NOID	Notice of Intent to Delete
NOIPD	Notice of Intent for Partial Deletion
NOPD	Notice of Partial Deletion
NPL	National Priorities List
NRC	National Response Center
NRT-1	National Response Team Hazardous Material Emergency Planning Guide, March 1987
NRT-1A	National Response Team Criteria for review of Hazardous Materials Emergency Plans, May 1998
NRRB	National Remedy Review Board
NTC	Non-Time-Critical

O

O&F	Operational and Functional
O&M	Operation and Maintenance
OC	Office of Compliance
OC	Office of the Comptroller

OCR	Optical Character Recognition
OE	Office of Enforcement
OECA	Office of Enforcement and Compliance Assurance
OERR	Office of Emergency and Remedial Response
OGC	Office of General Counsel
OIRM	Office of Information Resources Management
OLS	Office of Litigation Support
OMB	Office of Management and Budget
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
OSRE	Office of Site Remediation Enforcement
OSWER	Office of Solid Waste and Emergency Response
OU	Operable Unit
OWPE	Office of Waste Programs Enforcement

P

P&C	Participate and Cooperate
PCOR	Preliminary Close Out Report
PDD	Pre-Authorization Decision Document
PDF	Portable Document Format
PNRS	Preliminary Natural Resource Survey
POLREP	Pollution Report
PPA	Prospective Purchaser Agreement
PPED	Policy and Program Evaluation Division
PRN	Pre-Referral Negotiation
PRP	Potentially Responsible Party

Q

QA	Quality Assurance
QA/QC	Quality Assurance/Quality Control
QAO	Quality Assurance Office
QAPP	Quality Assurance Project Plan
QAPP/FSP	Quality Assurance Project Plan/Field Sampling Plan
QC	Quality Control

R

RA	Remedial Action
RA	Regional Administrator
RAC	Response Action Contract
RAGS	Risk Assessment Guidance for Superfund
RAR	Remedial Action Report
RCRA	Resource Conservation and Recovery Act
REL	Related documents
REM	Remedial Engineering Management
RD	Remedial Design
RD/RA	Remedial Design/Remedial Action
RI/FS	Remedial Investigation/Feasibility Study

RMC Records Management Center
RO Regional Ombudsman
ROD Record of Decision
RPM Remedial Project Manager
RRT Regional Response Team
RSD Regional Support Division

S

SAIC Special-Agent-In-Charge
SAP Sampling and Analysis Plan
SARA Superfund Amendments and Reauthorization Act of 1986
SCAP Superfund Comprehensive Accomplishments Plan
SCORE\$ Superfund Cost Organization and Recovery Enhancement System
SCORPIOS Superfund Cost Recovery Package Imaging Online System
SDMS Superfund Document Management System
SE State Enforcement
SEP Supplemental Environmental Project
SIP Site Inspection Prioritization
SMOA Superfund Memorandum of Agreement
SMP Site Management Plan
SNAP Superfund National Assessment Program
SNL Special Notice Letter
SPCC Spill Prevention Controls and Countermeasures
SOL Statute of Limitations
SOP Standard Operating Procedure
SOW Statement of Work
SPIM Superfund/Oil Program Implementation Manual
SSC Superfund State Contract
START Superfund Technical Assistance and Response Team
SVG Structured Vector Graphics
SRC Superfund Records Center

T

TAG Technical Assistance Grant
TBC To Be Considered
TO Task Order
TOC Table of Contents
TOM Task Order Monitor
TRT Technical Review Team
TSCA Toxic Substances Control Act
TST Technical Support Team

U

UAO Unilateral Administrative Order
USACE United States Army Corps of Engineers
USC United States Code
USCG United States Coast Guard
USGS United States Geological Survey

V

VCP Voluntary Cleanup Program
VE Value Engineering
VOC Volatile Organic Compound
VRS Virtual ReScan

W

WAM Work Assignment Manager
WasteLAN Waste Local Area Network
WITS Workflow Information Tracking System
XML eXtensible Markup Language

ENFORCEMENT SUPPORT SERVICES PERFORMANCE WORK STATEMENT

INTRODUCTION

I. BACKGROUND

This Performance Work Statement (PWS) is issued as the successor to the existing ESS PWS. For enforcement support services performed pursuant to this PWS, the contractor shall perform in accordance with all environmental statutes as appropriate (e.g., Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Emergency Planning and Community Right-To-Know Act (EPCRA), Leaking Underground Storage Tank (LUST), Superfund Amendments Reauthorization Act (SARA), Resource Conservation and Recovery Act (RCRA), Clean Air Act (CAA), Clean Water Act (CWA), and Toxic Substances Control Act (TSCA), or successor statutes).

Successful completion of enforcement activities at Superfund sites requires close coordination of these activities in concert with other site events. The pace of enforcement activities is often dictated by removal actions, mandatory notice to Potential Responsible Parties (PRPs), public comment periods, and statutes of limitation (SOL). Each of the enforcement support activities listed in this PWS is interrelated with and dependent upon the others. Site complexities such as divisible harm, multiple operable units, and both cooperative and recalcitrant PRPs at the same site make it difficult to delineate the end of one enforcement activity and the beginning of another. Enforcement should be considered an ongoing process rather than a discrete event. Each activity has a direct bearing on the others, and successful performance of each activity is essential to the successful completion of all activities. Therefore, in order to provide any of the activities below, the contractor must provide them all.

For the purpose of the PWS, the words "The contractor shall" mean that the firm that is selected for this procurement will, in accordance with all applicable laws and regulations, furnish the personnel, services, materials, equipment, knowledge, and expertise to successfully complete the tasks required under this contract, demonstrating a thorough and working knowledge of all applicable federal, state, and local laws, regulations, guidance, and policies. Any and all services or products shall be delivered in compliance with all applicable federal, state, and local laws, regulations, guidance and policies and will be adjusted to reflect those applicable laws, regulations, guidance, and policies which become effective after the effective date of this contract.

Analysis and/or recommendations provided to the U.S. Environmental Protection Agency (EPA or the Agency) under this contract, by a contractor, may be used by the Agency; however, a contractor shall not make any decisions for the Agency. The contractor shall explain to outside parties, at the onset of communications that they are Agency contractors.

II. PURPOSE

The purpose of this contract is to provide support to the Agency in the following areas: Enforcement Support, Data and Information Management Support, Documents Support, and Support of Special Projects.

III. SCOPE

ENFORCEMENT SUPPORT: Enforcement activities under this PWS include PRP search activities at all site types. These sites include, but are not limited to: pre-National Priorities List (NPL) search activities, sites recently proposed or finalized on the NPL; sites where PRP search activities are ongoing; and sites where the PRP search activities are necessary to meet today's enforcement needs, (e.g., information needed to support an orphan share determination).

This contract covers support to the government for NPL and Non-NPL sites providing, but not limited to the following enforcement support activities:

1. Potentially Responsible Party (PRP) Searches
2. Litigation Support
3. Cost Recovery
4. Support in Preparation of Closeout Memorandums (Decision Document)
5. Superfund Document Management System (SDMS)

While the PWS is structured by specific technical requirement, enforcement support activities may overlap different technical requirements within this PWS. The contractor shall submit all analyses, options, recommendations, reports and any other work products in draft form for review and incorporation of comments by the contracting officer's representative (COR) prior to use or distribution. The government will make all final regulatory, policy and interpretative decisions resulting from contractor-provided advice and assistance under this PWS as well as all final decisions regarding compliance determinations or the existence or violations of an order, law, regulation, etc. The contractor shall not provide any advice or legal interpretations.

DATA MANAGEMENT AND INFORMATION MANAGEMENT: Data Management and Information Management provides support for the EPA Region 4 Superfund in the areas of Regulatory Enforcement, Emergency Preparedness and Response, Removal, Oil Response, Technical Support, Site Assessment, Enforcement Support/Cost Recovery, Community Involvement/Protection, Remedial, State Coordinators, Information Management, Budget programs and other related services.

In order to plan and manage EPA activities, the Agency requires, and must manage information in all forms of interaction with the regulated community, other Federal, State and local agencies, and the general public. For the most part, this information is located in the program offices in files (paper, image and/or electronic) pertaining to specific sites or facilities. In addition to program planning and management, EPA must be able to access all documentation/ records necessary to respond to requests for information from other EPA offices, States, Tribes and other Federal Agencies, elected officials, and under Freedom of Information Act requests. In order to ensure that the necessary information and documentation can be easily and rapidly accessed, EPA requires effective information management /records management/data management support resources/systems.

SPECIAL PROJECTS: The contractor shall be prepared to deploy staff to locations that require rapid capture / preservation of documents, to support Agency responses. Locations could be disaster areas, i.e. such as Hurricane, Tornado, etc.

TECHNICAL REQUIREMENTS

I. OVERVIEW

Support provided in the PWS for Information and Enforcement Support includes document preparation, organizing file material, printing out or duplicating information/file materials, researching files for review and/or duplication, preparing for and monitoring file reviews, providing cost recovery support to EPA, and tracking information in a data base system mutually beneficial to the Agency and the Contractor. Some analysis of request statistics shall also be required as needed for the Contracting Officer Technical Representative (COTR) to make decisions regarding scanning frequently requested documents. Training will be offered to Contractor staff by EPA as needed to meet its regulatory and statutory requirements.

This PWS contains Performance Requirements, Performance Standards, the Acceptable Quality Level (AQL) for work to be performed, and the monitoring method to be utilized by the Government and incentives/disincentives for deliverables. The government reserves the right to modify the performance standards during the life of this contract in order to ensure that the appropriate outcomes are being realized and that the performance standards are appropriate. Any changes will be accomplished via a bilateral contract modification.

The Government reserves the unilateral right to change its monitoring methods specified herein consistent with the inspection rights already provided to the Government under the "Inspection of Services" clause, and may reduce the level of surveillance as a reward if the contractor consistently meets the performance standards.

Project planning is an essential part of all enforcement support activity. Each time the Government issues an order for work, the Contractor shall submit a draft and/or final work plan, incorporating the final negotiated scope of service, level of effort projection, and associated costs.

II. STAFFING AND EQUIPMENT OF ONSITE SUPPORT

On-site support under this Contract will be performed at the offices of EPA Region 4, 61 Forsyth Street, SW, Atlanta, Georgia (Region 4 space), between the hours of 7:00 a.m. and 6:00 P.M.. Until revoked by the CO, a compressed work schedule is allowable under this Contract providing no two employees are scheduled to be out on the same work day. Work assignments and deliverables must be taken into consideration when implementing and exercising the flexible schedule.

The Contractor staff shall be proficient in Microsoft Windows 2000/7 PC application software such as Microsoft Word7, Microsoft Excel7, Microsoft PowerPoint7 and Netscape Communicator7. The EPA will provide orientation, user manuals, training and support for Agency-specific software, including Versatile7, SDMS, CERCLIS, and other records capture/retrieve software.

The Contractor shall establish onsite management and information systems technical support for the PWS. No work will be performed outside of EPA controlled space without the prior knowledge and agreement of the EPA COTR.

EPA will provide:**Data Management Support:**

EPA will provide the Contractor with a designated work area within the Region 4 Office space, (hereafter referred to as, 10th Floor Imaging Center), as well as technical support for the local area network (LAN), network printers, and a standard hard drive software ghost containing Agency-standard software and PC/network configurations. EPA will also supply and provide technical support for 10th Floor Imaging Center-related equipment such as scanning equipment as appropriate. Any damage, loss or inappropriate or unauthorized use of contractor personal property is the sole responsibility of contractor staff.

10th Floor Imaging Center Support:

EPA will provide the contractor with a designated work area within EPA offices, as well as technical support for the local area network (LAN), network printers. The Agency will install on contractors' computers an Agency ghost containing Agency-standard software and PC/network configurations. EPA will also supply the following equipment:

Dell 280 –

A79626	10 th Floor Imaging Center (Scanner)
A79665	10 th Floor Imaging Center (Scanner)

Dell 620 – Contractor

A80659	10 th Floor Imaging Center
A80732	10 th Floor Imaging Center
A80742	10 th Floor Imaging Center
A80743	10 th Floor Imaging Center
A80747	10 th Floor Imaging Center

Fujitsu M4099D Scanners

A80221 (S/N 173)	10 th Floor Imaging Center
A35948 (S/N 917)	10 th Floor Imaging Center

Fujitsu fi-5900c Scanner

A81000 (S/N 002318)

III. BACKGROUND SECURITY CHECKS AND CLEARANCE:

Special note: In order to gain access to EPA records systems it is now a requirement for every contractor to achieve security clearances in accordance with certification standards established by the National Institutes of Standards and Technology.

Contractor personnel located on a Government facility or having access to Government systems are required to undergo a background screening. EPA requires that security measures for information systems be implemented to ensure compliance with EPA Information System Security Plans and to ensure the integrity of Agency data. Contractor personnel shall also

conform to all EPA security rules and guidelines for workspace, records and information systems. The systems with which contract staff will be working under this PWS have a Sensitivity Determination of "High" Availability, "High" Integrity, and "Medium" Confidentiality. Additionally, sensitive documents and other information may also be placed temporarily in the Contractor personnel's possession for processing into EPA systems. As such, the background checks shall include the following for all Contractor staff working under this task:

- * Check of prior employment record;
- * Check of references;
- * Verification of citizenship, legal residency or temporary residency in process
- * Verification of claimed degrees/education/military service;
- * Verification of signed statement that the employee has never been convicted of a felony;
- * National Agency Check with Inquiries (NACI), or equivalent verification of contractor staff-supplied information that is required on Standard Form SF85P (form supplied by EPA);
- * Standard Applicant Fingerprint Card (Form FD258 or SF87, supplied by EPA) kept on file at Contractor's offices;
- * Credit Check.

To avoid unnecessary delays, new Contractor personnel shall be granted 60-day interim access to Agency data and systems required by their tasking pending completion of the background investigation.

All Contractor personnel working under this PWS must receive a favorable determination for each of the above items. The Contractor shall submit to the EPA Contracting Officer Technical Representative (COTR) a listing on company letterhead of contractor employees on the task, the date the background investigation was completed and the Contractor's determination of either clear or unsatisfactory outcome. Current or prospective Contractor employees with an unsatisfactory determination shall be removed from the task and shall not be allowed to operate EPA information systems or occupy EPA space.

Under the FY2001 Defense Authorization Act (P.L. 106-398 including Title X, subtitle G, "Government Information Security Reform," contractors are clearly subjected to provision of the Computer Security Act of 1987. The Contractor, and its team subcontractors, shall conform to provisions of this Act.

IV. SECTION 508:

All electronic and information technology (EIT) procured under this Performance Work Statement must meet the applicable accessibility standards at 36CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. The contractor shall indicate for each deliverable in this requirement whether each product/service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details or compliance can be found (e.g., vendor's website or other exact location).

Applicable: 1194.21, 1194.22, 1194.23, 1194.24, 1194.25, 1194.26.

V. MONITORING METHODS

A uniform monitoring method will be used for all Task Orders awarded under this contract, in that the COTR will review the Contractor required interim (weekly and/or monthly) progress reports and will review deliverables, draft and final, for adherence to task specific AQLs and compliance with task specific checklists prepared at Task Order scoping. The COTR will indicate to the Contractor whether there are problems that need to be corrected. Some tasks may require further monitoring activities, which will be identified if needed. The contractor will be evaluated on a monthly basis as part of the Monthly Progress Report review by the COTR. The EPA COTR will also provide to the Project Officer (PO) a final evaluation of the project at completion. The contractor shall perform periodic self-inspections to verify the accuracy of the deliverable. The monthly evaluations will become part of the Task Order File. Contractor performance will be documented to cover favorable and/or un-favorable performance. These evaluations will be used to compile the Annual Performance Evaluation as prepared by the PO and submitted to the Contracting Officer (CO).

VI. INCENTIVES/DISINCENTIVES

The Contractor is encouraged to meet the acceptable quality level for the technical requirements listed below as tasked in order to ensure continued work. Failure to do so may impact the COTR's decision whether to assign further tasks and may influence the Agency's decision not to award tasks beyond the minimum level. Where the contractor's work fails to meet one or more of the performance standards, the government will require the contractor to correct the deficiency(ies) at no additional cost to the government, and the contractor shall be subject to a reduction of up to 20% of the costs incurred for that task. When the defect(s) cannot be corrected by re-performance, the government may reduce the costs payable for that task by up to 50%, to reflect the reduced value of the services performed. Performance issues will be noted within the contractor's performance rating. The government reserves the unilateral right to change the monitoring methods specified herein consistent with the inspection rights already provided to the government under the Inspection of Services clause, and may reduce the level of surveillance as a reward if the Contractor consistently meets the performance standards.

VII. TASKS

Technical Requirements under this contract will be ordered through the award of Task Orders. Tasks included in this PWS will order work through:

- a. the use of Performance Standards Checklist which have been included in Appendix 2,
- b. the use of Checklists that will be provided at award of the Task Order, or
- c. Sub-Tasks will be detailed within the Task Order Performance Work Statement.

Tasks to be performed under this PWS include:

Task 1. ADMINISTRATIVE SUPPORT OF EPA EVENTS

1.1 Support for EPA Events

The contractor shall support EPA in the development, planning and implementation of community relations activities. Community relations activities need to be integrated closely with all remedial/removal response activities. The objectives of this effort are to achieve community understanding of the actions taken by the Agency, to establish mechanisms so the Agency has early and continuous opportunities to obtain community input and to seek comment on alternative or recommended remedies.

The activities for which contractor assistance is needed may include:

- a. Accompanying EPA in conducting community interviews to develop an understanding of local concerns and desired involvement as part of the development of the Community Relations Plan;
- b. Preparing general or site specific fact sheets;
- c. Providing support for planning and conducting public meetings and technical discussions involving PRPs and the public;
- d. Providing support for planning and conducting public briefings, conferences, workshops, community conferences, training workshops;
- e. Writing and/or placing newspaper notices regarding the availability of site-related documents, public meetings;
- f. Providing recording/transcript services for public meetings or for the administrative record;

Performance Requirement: The Contractor shall provide administrative support in planning and conducting public briefings, workshops, conferences, training workshops, and other activities, including, conference and pre-planned media events logistics, and display exhibit design and preparation.

Performance Standards: The Contractor shall provide administrative support to the EPA in conducting related events (i.e., Workshops, Conferences, Meetings and Open Houses). Activities may include reserving meeting facilities and assuring that the room has the appropriate capacity and appointments (i.e., audiovisual equipment, public address equipment, speakers' and display tables, handicapped access, etc.) to serve the needs of EPA and the community. If requested the contractor shall provide a trained facilitator to enhance productivity at conferences or meetings and assist EPA with the development of agendas, event logistics,

display exhibit material preparation, and related support elements as required. For any requested public notice, the contractor shall prepare camera-ready copy. Notices will be published as retail display ads, not as legal notices, and should be designed accordingly. Event Support Performance Standards Checklist may be found in Appendix Two

Acceptable Quality Level (AQL): Arrangements for events are made in specified timeframe and are communicated to EPA within the time period specified, and Task Order costs are within the amount of the approved work plan.

1.2. Support for Preparation of Exhibit Display Materials

Performance Requirements: The Contractor shall provide support in the preparation of event related exhibit display materials, such as conference booth display exhibits, PowerPoint presentations, assist in the design of the exhibit materials, and prepare the draft and final exhibit materials.

Performance Standards: The Contractor shall prepare draft and final materials, as tasked, in a variety of media including but not limited to photographs, enlargements, elongated banners, poster-sized display boards, map enlargements, computer screen images, professional quality color handouts, and electronic presentations. The contractor shall develop visual aids (i.e., transparencies, slides, and handouts) as needed. Final documents will be prepared only after incorporation of EPA comments and written EPA approval. The contractor shall develop notices/mailers announcing the open houses and distribute to the site mailing list. The contractor shall also make arrangements for display ads to appear in pre-determined newspapers. The contractor shall make the arrangements for the site tour/meeting including the selection and reservation of a meeting space. Event Support Performance Standards Checklist may be found in Appendix Two.

Acceptable Quality Level: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be one hundred percent (100%) accurate. Task Order costs are within the amount of the approved work plan.

Task 2. ENFORCEMENT SUPPORT TASKS

2.1 Document Collection and Compilation

a. Potentially Responsible Party (PRP) Search

The purpose of a PRP search is to gather evidentiary information, both with regard to liability and viability, on potentially responsible parties (PRPs) for use in Superfund enforcement actions. PRP Search Report Tasks are:

(1) Title Search

Performance Requirements: The Contractor shall prepare and deliver to the government a written report, with attachments consisting of maps, drawings, diagrams, aerials, and other attachments, as requested by EPA. Specific performance requirements will be provided in each Task Order.

Performance Standards: Title Search activity may range from the acquisition of a single document to extensive analysis, summarizations, to include research covering many years, securing all relevant documents and any other related documents as specified by the CORT, indexing, reproducing, organizing and labeling. Documentation can include paper, electronic or photographic mediums. The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Title Search Performance Standards Checklist may be found in Appendix 2.

If during research, the Contractor suspects that research findings appear to warrant re-scoping, the Contractor shall contact the COTR prior to reaching 25% agreed hours (or equivalent dollars) level, and arrange for a guidance meeting. At that time, hours may be re-negotiated commensurate with additional work in accordance with new information, or the Contractor may be instructed to continue as tasked originally.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to the checklist subtasks identified. Legal description, title tree, and chain of title is without error. Deliverable is received within the agreed-upon delivery date, and Task Order costs are within the amount of the approved work plan.

(2) Operational History Search (including waste-in document review and organization)

Performance Requirements: The Contractor shall prepare and deliver to the government deliverables as specified in the tasking document.

Performance Standards: Operational History Search activity may range from the acquisition of a single document to extensive analysis and summarizations, to include research covering many years, securing all relevant documents in paper, electronic and photographic mediums, transporting, indexing, analyzing,

reproducing, organizing, labeling, filing, and boxing. The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at Task Order scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Operational History Search Performance Standards Checklist may be found in Appendix 2.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to the checklist subtasks identified. All documents are legible and appear in the report, as referenced. Deliverable is received within the agreed-upon delivery date, and Task Order costs are within the amount of the approved work plan.

(3) Regulatory History Search

Performance Requirements: The Contractor shall prepare and deliver to the government deliverables as specified in the tasking document.

Performance Standards: Regulatory History Search activity may range from the acquisition of a single document to extensive analysis and summarizations, to include research covering many years, securing all relevant documents in paper, electronic and photographic mediums, indexing, reproducing, organizing, labeling and analyzing. The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at Task Order scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Regulatory History Search Performance Standards Checklist may be found in Appendix Two.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to the checklist subtasks identified. All documents are legible and appear in the report, as referenced. Deliverable is received within the agreed-upon delivery date, and Task Order costs are within the amount of the approved work plan.

(4) Technical Search

Performance Requirements: The Contractor shall prepare and deliver to the government deliverables as specified in the tasking document.

Performance Standards: Technical Search activity may be tasked to enhance EPA's knowledge of standard industry practices, manufacturing techniques, petrochemical processes or any other

technical subjects in which background information is needed to put site information into context or improve site understanding. Technical Search activity includes research of background information which may range from the acquisition of a single document to extensive analysis and summarizations, to include research covering many years, securing all relevant documents in paper, electronic and photographic mediums, indexing, reproducing, organizing and labeling. Documentation can include paper, electronic or photographic mediums. The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Technical Search Performance Standards Checklist may be found in Appendix 2.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to the checklist subtasks identified. All documents are legible and appear in the report, as referenced, and the report is delivered to EPA no later than the agreed-upon due date. Task Order costs are within the amount of the approved work plan.

(5) Corporate History Research and Analysis

Performance Requirements: The Contractor shall prepare and deliver to the government deliverables as specified in the tasking document.

Performance Standards: Corporate History activity may range from the acquisition of a single document to extensive analysis and summarizations, to include research covering many years, securing all relevant documents in paper, electronic and photographic mediums, indexing, reproducing, organizing, labeling and analyzing. The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at Task Order scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Corporate History Search Performance Standards Checklist may be found in Appendix 2.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and one hundred percent (100%) of the final report reflects completion of subtasks identified on a checklist provided by EPA. All documents are legible and appear in the report, as referenced, and the report is delivered to EPA no later than the agreed-upon due date. Task Order costs are within the amount of the approved work plan.

(6) PRP Liability Compilation (including waste-in document review and organization)

Performance Requirements: The Contractor shall locate, identify, transport, review, organize, analyze and deliver to EPA waste-in documents needed to establish PRP liability. The Contractor shall prepare and deliver to the government deliverables as specified in the tasking document.

Performance Standards: Activities may range from acquisition and management of less than one-hundred documents to acquisition and management of several thousand documents. Transportation, indexing, reproducing, organizing, , labeling, analysis and filing may be necessary. Analytical outputs may be tasked as well. The Contractor's report shall reflect accomplishment of sub-tasks reflected on a checklist and provided by EPA at the time of Task Order award.

Acceptable Quality Level: One-hundred percent (100%) Quality Assurance/Quality Control (QA/QC) shall be conducted on all documents, and final delivery of documents will reflect an error rate of less than 1%. Deliverable is received within the agreed-upon delivery date, and Task Order costs are within the amount of the approved work plan.

(7) Financial Research-- Analysis and Assurance

Performance Requirements: The Contractor shall prepare and deliver to EPA a written report.

Performance Standards: Financial search activity may range from the acquisition of a single document to full-blown research for a long period of time, securing all relevant documents, indexing, reproducing, organizing, analyzing and labeling. Analytical outputs may be tasked as well. The Contractor may also be required to conduct ability to pay analysis on PRPs. The Contractor's report shall reflect completion of sub-tasks identified on a checklist provided by EPA at the time of the Task Order scoping. The Financial Search—Analysis and Assurance Performance Checklist appears in Appendix 2.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to the requirements of the checklist. All mathematical computations reflect 100% QA/QC with a 0% error rate resulting on the final report. Deliverable is received within the agreed-upon delivery date, and Task Order costs are within the amount of the approved work plan.

b. Settlement Preparation Report**(1) Cost Packages**

Performance Requirements: The Contractor shall assist EPA in the preparation, assembling and/or completion of cost packages which document costs incurred for a particular site.

Performance Standards: The Contractor may be required to perform the following cost recovery support tasks:

1. Collect and summarize all available cost documentation in support of costs incurred;
2. Perform a review of cost documentation based upon EPA guidance inclusive of the following tasks:
 - producing a document trail to establish proof of costs incurred using documentation guidance or existing systems;
 - ensuring that the cost document compilation is complete
 - auditing only to the extent of ensuring that no pages are missing
 - providing assistance in developing proof to support allocation of non-site specific charges on a site specific basis;
 - accumulating and verifying all costs incurred in connection with a site or sites by reconciling all supporting documentation;
 - reviewing all cost documentation or accounting procedures and identify to the Agency deficiencies and/or potential sources of challenge
3. Produce and maintain an organized cost package or cost document file that includes cost summaries for each cost element claimed together with organized documentation;
4. Provide administrative assistance by redacting, collating, organizing, copying, summarizing, storing, maintaining and re-filing the above information.

The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Cost Documentation Package Performance Checklist will be provided by EPA at the time of the Task Order award.

Acceptable Quality Level: All deliverables shall be subjected to

100% QA/QC and due dates/schedules shall be met. Task Order cost are within the amount of the approved work plan.

(2) Work Performed Documentation Packages

Performance Requirements: The Contractor shall gather, prepare and deliver to the government work performed documentation on a case specific basis which relates with the pre-existing cost packages identified by the COR.

Performance Standards: The Contractor shall provide administrative assistance by researching, locating, securing, reviewing and compiling work performed documents to support cost recovery actions including documentation that describes the site-specific response actions taken. Examples include contractual, cooperative agreements, interagency agreement documents, progress reports and final reports by EPA officials. Other examples include documents by Contractors, state officials, other federal agencies or groups of individuals to EPA officials that describe the implementation of response actions.

The Contractor shall provide administrative assistance by redacting, collating, organizing, copying, summarizing, storing, maintaining and re-filing the above information. All work performed documentation shall be compiled in a logically ordered assembly, corresponding with its related cost documentation package.

The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Work Performed Documentation Package Performance Checklist will be provided by EPA at the time of TO award.

Acceptable Quality Level: All deliverables shall be subjected to 100% QA/QC and due dates/schedules shall be met. Task Order costs are within the amount of the approved work plan.

(3) Waste-In Report/Allocation Report

Performance Requirements: The Contractor shall create and/or maintain a transactional database, using off-the-shelf software (such as ACCESS or Excel), for storing information contained in waste-in documents. Deliverables shall include the actual database as well as interim and final reports.

Performance Standards: Summaries of the database information

should display, where available from the documentation, evidentiary information on the types of waste disposed of, the generators and haulers of the hazardous materials, the total volume of each waste type, the quantity of each waste type by generator or hauler, and the ranking of each generator or hauler according to total quantity of hazardous waste disposed. The Contractor shall be responsible for all inputs, updates, and edits, maintaining a log to document those changes. The transactional database shall be capable of manipulation to produce multiple outputs, including but not limited to a raw waste-in database, a volumetric ranking of PRPs by contribution, and a cost allocation table. The Contractor shall be responsible for manipulation of data to support analysis of concurrent different settlement scenarios, as well as generating, maintaining and memorializing all variant report versions. The Contractor shall perform 100% QA/QC on all entries included in the database.

The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at scoping; the Contractor's deliverable shall comport with the checklist subtasks. The Waste-In Report/Allocation Report Performance Checklist appears in Appendix Two

Acceptable Quality Level: Database accuracy shall be 100%. Each database shall be delivered no later than the initial agreed-upon delivery date, and costs shall be within the amount specified in the approved work plan.

(4) PRP Identification Database and Contact Log

Performance Requirements: The Contractor shall create and/or maintain databases, using commercial off-the-shelf software, such as ACCESS or Excel (as specified at scoping), that contain information obtained during title search, regulatory history, corporate, operational, technical, and financial research.

Performance Standards: The databases shall be compatible with existing EPA databases. The Contractor shall use information provided by the EPA contact and will be required to up-date and maintain existing databases, including those created by EPA, throughout the Superfund enforcement process. This spreadsheet or database shall be delivered to EPA in electronic format and/or as directed by the COTR and shall contain contact information for individuals, partnerships, corporations, and other business entities, including mailing addresses, names and addresses of Registered Agents, phone numbers, and mailing/tracking information. The PRP Identification Database and Contact Log Performance Checklist appear in Appendix Two.

Acceptable Quality Level: The Contractor shall perform 100% QA/QC on all entries included in the database and shall deliver such database on the initial agreed-upon delivery date. All costs shall be within the amount specified in the approved work plan.

2. Document Retrieval and Management

a. Generic Document Management

Performance Requirements: The Contractor shall provide document management assistance to the EPA.

Performance Standards: The Contractor shall be responsible for location, identification, retrieval, transportation, restoration, review, production, indexing, inventory, security, reorganization, interim disposition, and any other document management, maintenance, or conversion as tasked by the EPA. Sampling, analysis, and reporting regarding potentially contaminated documents may be tasked as well.

Acceptable Quality Level: One hundred percent (100%) QA/QC is required. Accuracy of final deliverables shall reflect no more than 2% error rate. Deliverable is received within the agreed-upon delivery date, and Task Order costs are within the amount of the approved work plan.

b. Summary Documents Preparation

The Contractor shall prepare PRP Search Summary Reports and other reports containing the task description and results of any and all tasks under this Contract as identified by the COTR. Report structure and content shall be identified at the time of tasking. Supporting information shall be categorized by type of information gathered and submitted in a report format designated by the EPA COTR. Document labeling shall be designated by the COTR. Upon tasking, the Contractor shall provide a written summary of all problems encountered during tasked activities. Graphics shall be provided as attachments to the PRP Search Report submitted, if requested by the COTR.

Performance Requirements: The Contractor as directed by the COR shall analyze and summarize findings into Reports. The Contractor as directed by the COR shall organize the material collected, and provide to COR along with content and location of collection source(s), when accessed and by whom.

Performance Standards: The Contractor shall prepare and deliver to the Government the deliverable(s) as specified by the completed PRP Search Summary (B2) Performance Standards Checklist.

Acceptable Quality Level: One hundred percent (100%) QA/QC is required. Accuracy of final deliverables shall reflect no more than 2% error rate. Deliverable is received within the agreed-upon delivery date, and Task Order costs are within the amount of the approved work plan.

c. **Secure and Maintain Document Collections**

The Contractor shall gather, segregate, review, analyze, organize, label, scan, reproduce, index, monitor, box, transport, store, and conduct any and all document management functions to protect and to support production of Superfund Enforcement relevant materials while ensuring information accessibility and collections history for enforcement purposes, including litigation.

The Contractor shall support EPA in the operation of the Enforcement First Maximization Center (EFMC). The primary function of the EFMC is to support Enforcement case management throughout the life of a Superfund Site, managing site-specific and non-site specific materials of a variety of media. The multi-site evidentiary materials housed within the EFMC will embrace Superfund site files, along with case development records, standard reference materials, and manuscript sources.

Most Contractor work shall be conducted on-site, and in EPA-provided office space within the EFMC, to carry out the described work. However, all Contractor-stored materials of EPA will be tracked and maintained through this subtask in one central inventory database.

The Contractor shall comply with all applicable law, regulation, and guidance [18 U.S.C. 2701, 40 U.S.C. 759, 44 U.S.C. 2904, 44 U.S.C. 2905, 44 U.S.C. 3102, 44 U.S.C. 3103, 44 U.S.C. 3106, 44 U.S.C. 3301, 44 U.S.C. 3303a, 44 U.S.C. 3501; 36 CFR Chapter 12; IRM Policy Manual Chapter 10, EPA Records Management Manual, or superceding documents].

Performance Requirements: A Work Order Statement of Work for the EFMC will be prepared and submitted to the Contractor that includes four areas of functional responsibilities: Operations (B3a); Document Organization and Control (B3b); Database Management (B3c); and Review and Production (B3d).

Performance Standards: Checklists will be prepared by the TOM for each area of functional responsibility. For Operations, one Checklist, which may be amended, will be prepared to cover the duration of the work assignment over the course of the contract. For Database Management, a checklist will be prepared for each Database to be maintained or created and maintained. Databases will be subject to impromptu audits.

Acceptable Quality Level: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be one hundred percent (100%) accurate. Costs are within the amount of the approved work plan.

3. **Administrative, Legal and Negotiation Support**

a. **Administrative Support**

(1) **Mass Mailings**

Performance Requirements: The Contractor shall provide administrative support in the preparation, mailing, tracking, and memorialization of correspondence documents.

Performance Standard: Upon receipt of a master letter, attachments, and addressee list from EPA, the Contractor shall prepare a merged output in the electronic format designated by the EPA COR. All Tasks will be detailed within the Task Order Performance Work Statement instead of the checklist format.

This task includes all organizing, tracking, formatting, reproduction, page separator generation and placement, envelope preparation and all other activities needed for preparation, mailing, and tracking of the documents.

Acceptable Quality Level: One hundred percent (100%) of output is error free and delivered within the agreed-upon time. Task Order costs are within the amount of the approved work plan.

(2) **Research Addresses**

Performance Requirements: The Contractor shall provide administrative support in the area of researching, updating, and providing current addresses of target parties as needed for addressee list production.

Performance Standard: Upon receipt of a request from EPA, Contractor shall prepare or update an addressee list or lists. This task includes all researching, verifying, organizing, formatting,

reproduction, and all other activities needed for addressee list production. All Tasks will be detailed within the Task Order Performance Work Statement instead of the checklist format. **Acceptable Quality Level:** One hundred percent (100%) of output is correct and on time. Task Order costs are within the amount of the approved work plan.

b. **Property Research Support**

(1) **Conduct Appraisal**

Performance Requirement: The Contractor shall prepare and deliver to the government a written report, with attachments consisting of maps, drawings, diagrams, photographs, and other attachments, as requested by EPA.

Performance Standards: Survey activities shall be conducted by licensed, insured and/or bonded firms, or individuals, licensed in the state in which they are tasked to conduct the work, and may occur in any location within the geographic boundaries defined by Region 4. Tasks may include title research and on-site activities conducted in an outdoor setting. The Contractor's report shall address all tasks identified on a checklist provided by EPA at the time of the Task Order award.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to sub-tasks identified on a checklist provided by EPA. All attachments to the report are legible and are accurately referenced in the report. The report will be delivered to EPA no later than the agreed-upon due date, and task order costs are within the amount of the approved work plan.

(2) **Conduct Surveys**

Performance Requirement: The Contractor shall prepare and deliver to the government a written report, with attachments consisting of maps, drawings, diagrams, and other attachments, as requested by EPA.

Performance Standards: Survey activities shall be conducted by individuals or firms licensed in the state in which they are tasked to conduct the work and may occur in any location within the geographic boundaries defined by Region 4. Tasks may include both title research and traditional survey research activities conducted in an outdoor setting. The Contractor's report shall address all tasks identified on a checklist provided by EPA at the time of the Task Order award.

Acceptable Quality Level (AQL): Eighty-five percent (85%) of the draft report and 100%) of the final report adheres to sub-tasks identified on a checklist provided by EPA. All attachments to the report are legible and are accurately referenced in the report. The report will be delivered to EPA no later than the agreed-upon due date, and task order costs are within the amount of the approved work plan.

c. Legal Support

The Contractor shall support all phases of litigation, including discovery and trial. Upon COTR tasking, Contractor shall prepare indices, exhibits, and other documentation. This may include preparation of confidential document inventories and preparation of privilege logs. The Contractor shall be required to organize, track, transmit, and produce legal documents generated during the course of litigation. All Sub-Tasks will be detailed within the Task Order Performance Work Statement.

(1). Generic Legal Support

The contractor shall provide pre-litigation and litigation support, including, but not limited to, the following tasks: research and documentation of evidentiary information for notice letters, negotiation, and referrals; preparation of indices, exhibits, and other referral-supporting documentation; preparation of confidential document inventories and preparation of privilege logs; organization, tracking, documentation, and transmission of U.S. production; organization, tracking, and documentation of discovery materials; preparation for depositions; organization and tracking of EPA/Department of Justice (DOJ) analyses; preparation and transmission of information to experts and to DOJ; preparation of trial exhibits; and actual trial support.

Additional deliverables will be established during the conduct of the TO, as their need is identified.

Performance Requirement: The Contractor shall provide litigation support upon EPA tasking.

Performance Standards: The Contractor shall support all phases of litigation, including discovery and trial. Upon COR tasking, Contractor shall prepare indices, exhibits, and other documentation. This may include preparation of confidential document inventories and preparation of privilege logs. The Contractor shall be required to

organize, track, transmit, and produce legal documents generated during the course of litigation. Subtasks will be detailed with activity-specific checklists provided at tasking.

Acceptable Quality Level: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be 100% accurate. Task Order costs are within the amount of the approved work plan.

- (2) **Serve Process, including Subpoenas -Civil (*ad testificandum* and *ducus tecum*)**

Performance Requirement: The Contractor shall arrange for service of documents provided by the EPA to individuals or business entities, and document the activity in a written report to EPA

Performance Standards: Service may be required in any location within the eight geographic boundaries comprising Region 4, and process service shall be provided by individuals or firms licensed in the state in which they are tasked to conduct the work. The Contractor's report shall include documentation, on the letterhead of the process server, of all contacts made. All specific requirements of the process service shall be identified on a checklist provided by EPA at the time of the Task Order.

Acceptable Quality Level: Delivery to ninety eight percent (98 %) of those individuals and/or business entities identified by EPA, no later than the date specified by EPA, is required for successful completion of this task. The report shall be delivered to EPA no later than the agreed-upon due date, and task order cost overruns are no more than twenty percent (20%) above the approved work plan.

d. Negotiation Support

(1) Arrange Meetings

Performance Requirement: The Contractor shall arrange meetings, inside and/or outside Agency workspace, with parties identified by EPA.

Performance Standards: Meetings may be held in any location within the geographic boundaries defined by Region 4, and may include accommodations and conference space for any number of parties. All specific requirements of each meeting shall be identified on a checklist provided by EPA at the time of the Task Order award.

Acceptable Quality Level: Arrangements for meetings are made in advance and are communicated to EPA within the time period specified, and Task Order costs are within the amount of the approved work plan.

(2) Conduct Research and/or Interviews

Performance Requirements: The Contractor shall prepare and deliver to the government written reports with relevant attachments.

Performance Standards: Research activities may range from the acquisition of a single document to expert witness research and report. Analytical outputs may be tasked as well. The contractor's report shall reflect completion of all subtasks identified on a checklist provided by EPA at the time of the Task Order award. Prepare lists of persons to be interviewed by the contractor, as well as lists of persons to be interviewed by EPA personnel. Lists shall include the name, title, and current or last known address and telephone number for all persons named. The contractor shall prepare reports of interviews for all interviews conducted containing a detailed summary of information (including all opinions, comments and statements, whether or not erroneous) obtained. The contractor shall conduct recorded interviews following applicable laws and regulations, and transcribe the recording of the interview, as indicated in the written task order and provide audio/audio-visual recordings of interviews.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and one hundred percent (100%) of the final report adheres to the checklist subtasks identified. All documents are legible and appear in the report, as referenced, and the report is delivered to EPA no later than the agreed-upon due date. Task Order costs are within the amount of the approved work plan.

4. Close-Out Memorandum Support

Performance Requirements: The Contractor shall prepare and deliver to the government a Letter Report which is a synopsis of gathered information, i.e., and documents such as the Record of Decision, Remedial Investigation, Feasibility Study, Removal, etc, should be referenced to keep the Letter Report brief.

Performance Standards: The Contractor shall provide technical and administrative support to EPA Region 4 for the preparation of a Cost Recovery Close-Out Memorandum (Memo) where the Agency does not intend to pursue an action against a Potentially Responsible Party(s) (PRP) to recover un-reimbursed Hazardous Substances Superfund (Fund) monies for cleaning up a site.

Technical and Administrative support includes assembling information, reviewing data, summarizing information, reviewing and analyzing costs expended on a site, and obtaining information on PRPs. Tasks may include: Collecting and assembling information gathered from multiple sources; providing a detailed cost analysis of costs related to a specific site; summarizing information gathered into a Letter Report, for each site assigned; and preparation of a tracking system for the project in a lotus spreadsheet format or as directed by the COTR. The tracking system shall indicate the status and progress of the information that is needed for each site. The contractor's report shall reflect completion of all subtasks identified within the TO Performance Work Statement. All Tasks will be detailed within the Task Order Performance Work Statement instead of the checklist format.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to the checklist subtasks identified. All documents are legible and appear in the report, as referenced, and the report is delivered to EPA no later than the agreed-upon due date. Task Order costs are within the amount of the approved work plan.

**Task 3 INSTITUTIONAL CONTROLS FOR TITLE
 SEARCHES AT SUPERFUND SITES**

The Contractor shall identify the services combined elements of efforts commonly known as "historical chain of title reports" and conditions of title reports" or current owner and encumbrance reports. This may include a title review and title abstract which reviews and abstracts the following historical chain of title and current condition of title information, current condition of title information which must identify all matters of public

record which currently affect the title.

Performance Requirements: The contractor shall conduct title review and abstracting to identify institutional controls (ICs) at Superfund sites and deliver to the government an abstract report. The IC Search activity may range from the acquisition **or filing** of a single document to extensive analysis, summarizations, to include research covering many years, securing all relevant documents and any other related documents as specified by the COTR, indexing, reproducing, organizing, labeling **and filing**. Documentation can include paper, electronic or photographic mediums. The Contractor's research scope will be delineated by the COTR within the task-specific checklist provided to the Contractor at scoping; the Contractor's deliverable shall comport with the checklist subtasks.

Performance Standard: The contractor shall conduct a title search for documents for properties within know area/extent of contamination of Superfund sites. The contract will be required to identify the following:

- Parcel number
- Parcel address
- Current property ownership
- Property legal description
- All unreleased mortgages, liens, judgments, and other related document
- Real estate tax amounts, paid or unpaid
- Easements, covenants, restrictions, and all other matters that currently affect, or may affect the title
- Oil, gas, and minerals rights
- A notation of the timeframe searched, in order to identify the above-listed items which currently affect title
- Legible copies of all documents reviewed
- Inventory listing of all the documents and document repositories reviewed.

Acceptable Quality Level: Eighty-five percent (85%) of the draft report and 100% of the final report adheres to the checklist subtask identified. All documents are legible and appear in the report, as referenced. Deliverable is received within the agreed-upon deliver date, and Task Order costs are within the amount of the approved work plan.

Task 4

SUPERFUND RECORD/DOCUMENT MANAGEMENT

The Contractor shall be required to continue the Superfund Document Management

System process in Region 4. Outlined below are the requirements of this support. In order to meet these requirements, the Contractor staff shall adhere to the instructions provided by the SDMS COTR. The U.S. Environmental Protection Agency Region 4 Superfund program has been imaging selected site records for over ten years. The imaged documents are released to the Superfund Document Management System (SDMS) for later retrieval. Approximately 65 - 90% of the collections to be scanned will be Cost Recovery documents. The remainder the documents will be removal or other site-specific documents. In some cases the scanning will entail time sensitive material; in others the work will be to fill gaps in the various collections. The typical work assignment consists of fully staffing an EPA-supplied scan station for up to 12 working hours each day. The local site total image output per four week reporting cycle should be on average about 120,000 pages. In other words, the local scanning is to be essentially non-stop through the period of performance. For estimation purposes consider the average document size to be 35 pages.

Normally, document preparation will be conducted via other contract mechanisms, although it will be necessary to perform some or all document preparation in the event that collections brought in from external sources are not adequately prepared for scanning. A less than full amount of indexing / cataloging is anticipated in both field and local work. The majority of the document preparation (estimate 75%) will be done by third parties prior to delivery for processing under this Task Order. Thus, the central objective of this Task Order is to establish continuous (normal hours of operation of Region 4 office, 7:00 am to 6:00 pm) document scanning. It will not be necessary to fully staff all other tasks within this Statement of Work for that daily duration.

The contractor staff shall ensure the safety, integrity and availability of Superfund Document. The contractor shall provide the personnel necessary to meet the objectives as specified in this document. The contractor shall be responsible for documents imaging which will be performed in the 10th Floor Imaging Center.

4.1 Meetings

Performance Requirements: The Contractor shall attend all project related meetings as specified in the task order and/or required by the COTR.

Performance Standards: The Contractor shall meet in EPA offices or conference rooms with the EPA COTR and others at EPA COTR's discretion within five (5) working days of Tasking Order award to formulate initial plans and goals for proposed dates for completion of each goal unique to the particular task. No more than three (3) separate meetings for this purpose will be held for a typical duration of one hour each. The EPA COTR will notify Contractor of the dates, times and places these meetings will be held.

Acceptable Quality Level (AQL): All meetings will be attended as specified, unless excused/rescheduled by the COTR. Task Order costs are within the amount of the approved work plan.

4.2. Preparation and Indexing of Documents into the Superfund Document Management System (SDMS)

Performance Requirements: Documents are prepared for indexed/scanning and provided to the appropriate EPA staff or support contractors. Questions or issues regarding document preparation are directed to the COTR.

Performance Standards: As responsive documents are located which are in paper format only and not available in the Superfund Document Management System (SDMS), CD, or other electronic formats, the Contractor shall prepare these documents for optical scanning and provide them to the COTR. At a minimum, these activities shall include (but are not limited to):

Document Preparation

- Remove paper documents from folders, making sure that all contents are returned upon completion of scanning
- Remove any clips, clamps, staples, binders, clear plastic covers, *etc.* that may impede scanning or damage the scanner upon passing through it.
- Smooth any folds or dog-ears
- Replace any tissue@ pages, or those that are worn or damaged (if possible) with a fresh photocopy
- Affix SDMS document bar codes as provided by the EPA Project Officer to documents.

Acceptable Quality Level: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be 100% accurate. Task Order costs are within the amount of the approved work plan. Effective practices implementing above processes with desired results as agreed upon by COTR. Document preparations require no additional processing by others most of the time. Document scanning is of good quality based on originals. Questions or issues are raised as identified when urgent, or in appropriate venues (e.g. scheduled records management meetings) when urgency is not required.

4.3 Paper Document Preparation

Performance Requirements: Contractor shall process the volume and type of documents described in the information and Tables included in Appendix 2.

Performance Standards: For this task, the Contractor shall process approximately 120,000 pages (paper) on average per calendar month.

As mentioned above, the primary focus should be on the processing of existing and newly generated documents. The secondary focus is to process all remaining unprocessed documents, including the addition of all documents in Region 4 offices. The completion of work will be prioritized as follows:

Any request for documents from any entity that is time sensitive, meaning that we have been assigned a deadline to complete, takes first priority. Upon completion of or in the absence of this initial type, any and all new documents received shall be processed into SDMS. The next priority would be any old records on-site in Region 4. After all records on-site are completed and sent to the FRC, a review of records still housed at the FRC will be completed to determine the need to recall any old records from FRC for processing into SDMS.

- a. The Contractor shall prepare incoming Superfund documents for scanning and indexing according to the Region 4 Superfund Document Management System in order to facilitate rapid and accurate processing. The contractor's preparation efforts shall include, but are not limited to, sorting documents by site. Prepare documents for sheet-feed scanning, and assigning SDMS document ID numbers utilizing ranges provided by the EPA COTR. Scan an average of 120,000 pages per month, with 100% image QC conducted at point-of-scan. Image QC shall include adjustments for skew, speckle blank page preparation and contrast. Target sheets will be accepted for material such as oversized documents, color photographs, etc., will be scanned into SDMS.
- b. The Contractor shall prepare and process incoming documents for indexing and import into SDMS, following the processes and procedures outlined by the COTR, and

guidance/policies from the National Archives and Records Administration (NARA) and EPA's Office of Environmental Information. Additional guidance and standards may be established from time to time by the EPA COTR, which will be provided to the contractor by the CR/COTR. As these may be amended or altered over time, changes to the standards, guidance and SOPs will be discussed with and provided to the contractor as they occur. The Contractor shall assign SDMS document ID numbers utilizing ranges provided by the EPA COTR.

Acceptable Quality Level: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be 100% accurate. Task Order costs are within the amount of the approved work plan.

4.4 Scanning/Importing

All scanning will be conducted at EPA controlled space unless otherwise specified by the EPA COTR

1. Receive paper documents for digital imaging and scan paper into SDMS. Include color documents scanning.
2. If bar codes are not already affixed, place a bar code evenly and with horizontal alignment on a lower portion of the document with care not to obscure any of the document's messages.
3. The Contractor shall conduct 100% image Quality Assurance/Quality Control (QA/QC) review and image cleanup at point-of-scan using the Kofax Ascent Capture with Virtual ReScan (VRS) or Fine Reader with OCR tools provided by the EPA. EPA shall provide the scanning equipment required. Normally images will be visually checked at point-of-scan for quality. The Fujitsu 4099 and Fi5900c scanner supplied by the EPA for bulk scanning will have the Kofax Ascent Capture software with Virtual ReScan included. This module permits image enhancement and the goal is to have the highest quality images feasible from the process.
4. Replace the paper documents into the containers in which they arrived, and in the organizational form in which they were received, *e.g.*, documents should be arranged in the same order and replaced into the same folders and boxes in

which they were received, to the degree this all makes sense. Obviously the need for precision may vary depending on the situation. Normal chain-of-custody documentation shall be created and maintained for any documents taken out of the workflow sequence and released to reviewers.

Acceptable Quality Level: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be 100% accurate. Task Order costs are within the amount of the approved work plan.

Performance Requirements: Contractor shall support EPA by scanning documents into the SDMS system.

Performance Standards:

- a. The Contractor shall scan a minimum of 120,000 documents per month into SDMS according to the procedures outlined by the COTR. The Contractor shall maintain close coordination with the Region 4 COTR through meetings and timely, accurate, written reports to ensure that needed source documents are located in a timely fashion, that project work flow is not negatively impacted, and to avoid duplication of effort and errors. Scanning parameters shall include skew no greater than 4 degrees of rotation to facilitate utmost accuracy during optical character recognition operations and correct orientation. The Contractor shall prepare, scan, and return paper documents to the COTR within ten (10) working days of receipt.

Acceptable Quality Level: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be one hundred percent (100%) accurate. Task Order costs are within the amount of the approved work plan.

4.5 Quality Assurance / Quality Control/Process Documentation

Performance Requirements: Contractor shall perform Quality Assurance/Quality Control activities as needed to ensure reasonable accuracy and integrity of the data.

The Contractor shall be prepared to rapidly assimilate and incorporate changes in its approaches to the work (including

training for same) as new and improved software is introduced, as Agency policy is revised/ implemented, and evolving information technology is introduced. Copies of all SOPs, guidance, documentation, etc., mentioned are provided in Attachment 1.

Performance Standards: In order for electronic records to qualify for certification, regulations stipulate that the process of managing them be documented, reproducible and as consistent as possible. Thus, the Contractor shall be prepared for scheduled and impromptu audits of the work by the EPA COTR through review of workflow logs and inspection for accurate, complete, timely reports from the contractor.

- a. . The Contractor shall review all scanner images and document index data for quality assurance and quality control (QA/QC). This effort includes, but is not limited to, individual QA/QC of work as it is performed prior to saving data to the data bases or servers. A second level of QA/QC, performed weekly on work completed the previous week, shall include reviewing randomly sampled images (a minimum of 10% of the previous week's throughput) to ensure that skew, speckling, contrast and orientation are within the parameters established in SDMS. The Contractor shall perform a second-level index data QA/QC that includes, but is not limited to, reviewing randomly sampled index data (a minimum of 10% of the previous week's throughput) for verification that the data matches the correct document image and that the data falls within the parameters outlined in the SDMS and other guidance documents issued by the SDMS COTR, the National Archives and Records Administration (NARA), and EPA's Office of Environmental Information. If additional guidance and standards are established, the EPA COTR will provide them to the contractor.
- b. The Contractor shall re-scan (paper) files that are corrupt or of poor-quality (as defined by >4 degrees skew, >5% speckling, illegible text/graphics and poor contrast) and shall correct erroneous indexing data as needed to ensure the integrity and reliability of SDMS data within 10 working days of discovery. Image quality may be enhanced by using utilities such as Ascent Capture's Virtual ReScan (VRS), Fine Reader, or other processing programs.

Because of the integrated nature of the Region 4 Superfund information management program and the necessity to maintain several Tasking Orders and contract vehicles to accommodate EPA needs, any problems identified that seem to be the result of activities from other EPA Tasking Orders or contracts shall be reported (verbally) by the Contractor's TO Project Manager immediately upon discovery to the EPA COTR for resolution to minimize: All deliverables shall be submitted and/or completed by the due date specified by EPA, and shall be 100% accurate. Task Order costs are within the amount of the approved work plan.

ATTACHMENT 2

INVOICE INSTRUCTIONS

Enforcement Support Services IV

Monthly Progress and Invoice Reports Requirements

Attachment B

1.0 Introduction

1.1 Overview

EPA requires the Enforcement Support Services (ESS) Contractor to submit various types of information on their work, ranging from Task Order Work Plans to project deliverables. The purpose of this Appendix is to describe the categories of reports of work the Contractor shall be required to provide routinely to EPA under the ESS contract. Required report format, content, and submission instructions are also presented here.

1.2 Report Categories

The required standard categories of ESS reports are (1) Progress Reports; (2) Work Plans; (3) Electronic Reporting; (4) Electronic Invoicing; (5) Site and Health and Safety Plan; (6) Project Reports; (7) Site Specific Invoice Attachment; (8) Annual Allocation of Non-Site Invoice amount (9) ESS Surveillance Activity Checklist, and (10) Invoice Checklist.

Report Title	Frequency	Number of Copies	Recipients
(1) Progress Reports*			
• Executive Summary (Narrative and Backup Overall Contractual Reports)	Monthly	2 Paper 2 CD ROMs	CO & PO CO & PO
• Task Order (TO) Reports (Narrative and Financial Status)*	Monthly	PDF of TO Rpts*	TOMs
• Contract Invoice Backup Reports*	Monthly	PDF w/TO Rpts*	TOMs
(2) Electronic Reporting	Monthly	Data loaded via EDI	
(3) Electronic Invoicing	Monthly	Data loaded via EDI	RTP, PO, TOM
(4) Work Plans/Cost Estimates	In Response to Task Orders	1 PDF each via e-mail	CO, PO & TOM
(5) Project Reports	As Specified in Task Orders	As Requested	As Requested
(6) Site and Health and Safety Plan	As Requested	As Requested	As Requested
(7) Site Specific Invoice Attach	Monthly	Monthly	Monthly
(8) Annual Allocation of Non-Site invoice amount	As Requested	As requested	As Requested
(9) ESS Surveillance Checklist	Monthly	1 PDF via email	TOM
(10) Invoice Checklist	Monthly	1 PDF via email	TOM
(11)			

* Sent as PDF files via e-mail to Task Order Managers. Entire Monthly Progress Report to be submitted on CD ROM to CO and PO. At the end of each Contract Year, consolidate year's reports on to one (1) CD ROM. Provide both PO and CO with copy of yearly consolidation.

TOM = Task Order Manager

PO = EPA Project Officer

CO = EPA Contracting Officer

RTP = Research Triangle Park

- Note: RTP Receives Invoice Backup only as part of Invoice Submission.

1.3 General Reporting Instructions

Reports shall be submitted in hardcopy and/or electronically as specified. All documents shall be inspected and accepted in accordance with the Contract Section E, Inspection and Acceptance Clause.

While the Report descriptions serve as a baseline for the **required standard** reports, additional reporting requirements may be imposed to meet EPA's contractual or programmatic information needs, such as for cost recovery documentation purposes. The EPA may request additional information and/or reports as required.

The Contractor shall provide an electronic data system that shall be capable of delivering the electronic reporting files as well as progress and financial reports for Task Orders. Submissions on CD-ROMs shall be indexed numerically by Task Order Number. Electronic reporting files shall be submitted as defined in Section 6. The e-mails to the TOMs shall provide separate PDF files for the monthly progress report, financial reports and a voucher review sheet. Subject line of e-mail to TOM should include Contractor Name and Task Order Number. The TOM voucher review sheet shall indicate the performance period, the voucher number for that month and shall include the TOMs name. No hard copies shall be furnished to TOMs; one bound hard copy each of the monthly progress reports and financial reports shall be provided to the CO and to the PO. Each of the CD-ROMs provided to the PO and CO shall contain PDF files of each Task Order monthly progress and financial report. The CD-ROMs labels shall indicate that the disk contains confidential business information. Each Regional PO shall provide the format and informational requirements to the contractor for the TOM voucher review sheet and the e-mail address for each TOM. One bound hard copy of the monthly progress reports and financial reports shall be delivered to the Contracting Officer for each contract. At the discretion of the Project Officer, a hard copy may be provided to the Project Officer.

The technical section will provide baseline schedules for performing work and monitoring progress, and will document the work that has been accomplished at a site. Additionally, the purpose of the report is to provide EPA managers with an overall guide for tracking the progress of work, assisting with budgeting requirement, and evaluating contractor performance.

2.0 Work Plans

Work plans shall be submitted in response to all Task Orders issued under the contract as specified in Section B of the Contract. The work plan shall include a technical proposal of how the assigned work shall be accomplished and shall be accompanied by a detailed cost proposal which shall specify costs to complete the Task Order. The cost estimate shall include all major cost elements and any additional cost elements required by the specific activity. Costs shall be estimated at the Task Order Task level or Subtask level (if applicable), as specified in the Task Order, and summarized for the Task Order. Additional cost elements may be required depending on the specific activity being performed. Contractor work plans shall address the following:

- **Background** - The Contractor shall provide a brief background summary to demonstrate understanding of the project. In cases where EPA has provided extensive background information on a site, the Contractor shall not repeat this information in the work plan but shall reference the information in the Task Order.
- **Purpose and Scope** - The Contractor shall provide a concise summary of the scope and objective of the proposed activity, including the end result/product, and the proposed activity's relationship to other activities.
- **Technical Approach** - The technical approach shall describe how the Contractor shall accomplish project tasks, including methods to be used and assumptions used in structuring the technical approach. The Task Order and Tasks shall be identified in accordance with the work breakdown structure given in the Performance Work Statement.
- **Schedule** - The Contractor shall incorporate critical path milestones in the work plan.

- Deliverables - As noted in the Task Order Performance Work Statement, the Contractor shall identify in the work plan all deliverables to be produced under the Task Order, including draft and final versions. Delivery dates, numbers of copies to be provided, and recipients for individual deliverables should also be specified.
- Cost Estimate - The cost estimate shall include staffing for the Task Order, specifying names, Professional/Technical levels, and proposed hours. Hour estimates and estimates for other contract cost elements such as travel and ODCs shall be provided down to the Task level, at a minimum, and may be required at the Subtask level (the actual level of detailed requirement shall be defined in the individual TO Statement of Work).

3.0 - Project Reports

The Contractor shall prepare and submit reports for Task Order Tasks as specified in the Performance Work Statement (PWS). The purpose of these reports is to: document the conduct of the work; present findings, conclusions, and recommendations; and account for the funds expended. Specific requirements for these reports will be identified in the Task Orders. EPA guidance must be followed in the execution of the tasks and in the report preparation.

Reports shall address but shall not necessarily be limited to the following elements:

- Executive Summary
- Purpose, objectives, and scope of activity; relationship to other activities
- Approach and techniques used
- Major problems encountered and solutions adopted
- Cost incurred and deviations from the budget
- Use of non-standard procedures
- Detailed accomplishments and results of study
- Recommendations, as appropriate

4.0 ESS Monthly Progress Reports

4.1 Overview

This section describes the requirements for the monthly Progress Report. The Progress Report consists of three parts: (1) Executive Summary; (2) Task Order (TO) Reports; and (3) Contract Financial Status Reports.

4.2 General Instructions

The Contractor shall prepare Monthly Progress Reports providing EPA with information on the financial and technical status of individual Task Orders and the overall contract. The Progress Report shall include narrative discussions of work performed as well as financial data to enable the Agency to assess Contractor progress and compliance with work schedules and budgets

Monthly Progress Reports and invoices shall cover the same calendar period, the first of the month to the end of the month, to enable POs and TOMs to use both documents for invoice and progress reviews. Data elements used in both documents must be calculated using the same method to ensure that contract data presented in the monthly progress report match the same information presented in the monthly invoice. **All reports shall reflect Contract Period in which work occurred (i.e., Base Period, Option Period). Do not combine Contract Periods.**

The Contractor shall submit the complete Monthly Progress Report and copy of the invoice to the Project Officer and Contracting Officer concurrently with invoice submittal to Research Triangle Park (RTP) [see Attachment 6 of the Contract]. In addition, the contractor shall submit via regular mail the Monthly Progress Report and copy of the invoice so the Regional Office shall have them no later than 20 days after the end of the reporting period. This submission shall comprise of one (1) bound paper copy to the Contracting Office and one (1) CD ROM to the Contracting Officer and two (2) CD ROMs to the Project Officer (who may also request a paper copy). The CD ROM

shall contain PDFs of each Task Order Monthly Progress Report, financial back up sheets, Executive Summary, etc. These PDFs shall be indexed numerically by Task Order

The Contractor shall e-mail each Task Order's Monthly Progress Report as PDFs to the applicable TOM. The subject line of the e-mail shall clearly identify the contract number and TO/Task Order Number. The Monthly Progress Report shall have a voucher review sheet and the financial information for each Task Order included with the narrative for that Task Order. The voucher review sheet shall indicate the performance period, the voucher number for that month and shall include the TOM's name. The Project Officer shall provide the format and information requirements to the contractor for the TOM Voucher Review Sheet. No paper reports shall be sent to the TOMs.

These procedures shall ensure that officials responsible for invoice approval have adequate and timely information available to review and approve the invoice. Note that progress reports shall be sent via regular mail (i.e., the cost of express mailing or delivery shall not be billable to the contract).

4.3 Executive Summary

Contractors shall use the Executive Summary section of the Progress Report to provide EPA with an overview narrative that describes contract level activities and utilization. It shall highlight key activities, deviations from planned schedules and budgets, and corrective actions taken and planned, including changes of personnel. The Contracting Officer and Project Officer may choose to limit number of pages for the narrative section.

The Executive Summary shall also include Financial Backup Reports.

If a Task Order does not have any activity during a given a reporting period, do not submit a Monthly Progress report for the respective period for that Task Order. A Task Order, which did not have activity during that month, must be cited in the Executive Summary indicating that a Monthly Progress Report was not prepared for the reporting period.

4.4 Task Order Level Reports

Contractors shall use the Task Order Level Reports to provide EPA with Task Order level technical and financial information. A Task Order is site-specific and covers one (1) Work Area as defined in the Work Breakdown Structure in the Statement of Work. **Combining sites or Work Areas is not allowed.** The narrative statement for each Task Order shall address the following:

- A summary and highlights of progress and problems experienced on the Task Order during the reporting period.
- A detailed progress activity report for the Task Order.
- A tabular summary showing planned and actual start and completion dates for each of the Task Order Tasks, percent complete for each active Task, and schedule variances.
- Discussion of schedule variances and corrective actions taken and planned.
- Projected Task Order activities by Task for the next reporting period.
- Travel - purpose of travel.
- Utilization of Team Subcontractors and Subpool Contractors

5.0 Invoice Report Requirements

1. CONTENT REQUIREMENTS

A. INVOICE: Composed of three sub-components

SF 1034 Contractor shall provide a cover page for the monthly invoiced costs using Standard Form 1034 (**Public Voucher for Purchase and Service Other than Personal**) which shall summarize overall incurred costs and period costs were incurred.

SF 1035 For each task order issued under the contract, the contractor shall submit a separate Standard Form 1035 (**Public Voucher for Purchases and Services Other than Personal Continuation Sheet**). The SF 1035 shall provide the following information, at a minimum:

- Cost Elements (e.g., Labor, Travel, G&A and ODCs)
- Current Cost Amount
- Cumulative Costs Amount

Site Specific

Invoice Attachment: The contractor shall submit site-specific invoice documentation on a monthly basis along with the other invoice and monthly progress report documentation in accordance with Invoice Review Guide (EPA RTP Quality Action Team) November 1, 1995 or more recent version.

B. PROGRESS REPORTS: The contractor shall provide the following information for each active task order on a monthly basis:

- Header: Project Name/Task Order Number/Contract Number/Contractor Name/Progress Report Number/Report Period Covered.
- Site Name
- EPA Task Order Monitor
- Contractor's Project Manager/Point of Contact
- Budget Overall/by Task (if applicable)
- Incurred Costs in the moth Overall/by Task (if applicable) including
 - Travel
 - Computer
 - Subcontractor (team and pool)
- Progress made during reporting period (by task, if applicable)
- Pending Issues/resolved Issues
- Anticipated Activities during next reporting period
- Deliverable schedule (Date due/Date delivered/Comments

2. Number of Copies Required

PO= Project Officer
CO= Contracting Officer
FMD= EPA Financial Management Division
TOM= Task Order Monitor
HC= Hard Copy (e.g. paper)
EC= Electronic copy (e.g. E-mail/PDF file attachment and/or lotus notes/excel form)

INVOICE

SF 1034	PO	(1 HC & EC)	CO	(1 Hard Copy)	FMD	(1 EC)		
SF 1035	PO	(1 HC & EC)	CO	(1 Hard Copy)	FMD	(1 EC)	TOM	(1 EC)
Site Specific Invoice Attachment	PO	(1 HC & EC)	CO	(1 Hard Copy)	FMD	(N/A)	TOM	(N/A)

3. **DISTRIBUTION REQUIREMENTS** (with complete addresses of all recipient)

EPA Mail Address for Region IV

Sam Nunn Atlanta Federal Center
61 Forsyth St, SW
Atlanta, Georgia 30303

EPA INTERNET/E-Mail Address:

"Lastname.firstname@epa.gov

4. **DELIVERY SCHEDULE**

Invoices and monthly progress reports shall be delivered to EPA by COB on the twentieth of each month for the prior month's charges.

5. **NUMBER OF DAYS FOR GOVERNMENT REVIEW/COMMENT/APPROVAL/ RETURN**

Not less than 15 calendar days.

5.1 INVOICE PREPARATION INSTRUCTIONS SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

1. U.S. Department, Bureau, or establishment and location – insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
2. Date Voucher Prepared – insert date on which the public voucher is prepared and submitted.
3. Contract/Delivery Order Number and date – insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
4. Requisition Number and Date – leave blank.
5. Voucher Number - The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for: current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; i.e. **C123R1**, (if it requires more than one reclaim, invoices are to be numbered: C123R2, C123R3 etc.). Corrections to the site attachment of previously paid invoices shall be submitted on a separate site attachment, referencing the previous invoice number. The corrected site attachment shall be sent directly to the EPA Project Officer for review. The EPA Project Officer shall forward the corrected site attachment to RTP Finance Center after approval. All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end

with letter "Z", i.e. **B117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit reports must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", i.e. **D146X**. For example:

<i>Voucher purpose</i>	<i>Original voucher</i>	<i>Reclaim suspended costs</i>	<i>Indirect cost rate adjustments</i>	<i>Audit adjustments</i>
<i>Voucher number</i>	<i>C123</i>	<i>C123R1, C123R2</i>	<i>B117Z</i>	<i>D146X</i>

6. Schedule Number: Paid By, Date Invoice Received – leave blank.
7. Discount Terms – enter terms of discount, if applicable
8. Payee's Account Number – this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
9. Payee's Account Number and Address – show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to the receive payment is restricted, the type of information to be shown in the space shall be furnished by the Contracting Officer.
10. Shipped From: TO: Weight; Government B/L Number – insert for supply contracts.
11. Date of Delivery or Services – show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect costs rates, award fee, etc.
12. Articles and Services – insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE – PROVISIONAL PAYMENT" or INDEFINITE QUANTITY/INDEFINITE DELIVERY – PROVISIONAL PAYMENT" on the interim public vouchers. Type "COST REIMBURSABLE – FINAL VOUCHER" OR "INDEFINITE DELIVERY/INDEFINITE QUALITY – FINAL VOUCHER" on the final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments request are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

13. Quantity: Unit Price – Insert for supply contracts
14. Amount – Insert the amount claimed for the period indicated in (11) above.

5.2 **INVOICE PREPARATION INSTRUCTIONS SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

1. U.S. Department, Bureau, or establishment – insert the names and address of the servicing finance office.
2. Voucher Number – insert the voucher number as shown on the Standard Form 1034.
3. Schedule Number – leave blank
4. Sheet Number – insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
5. Number and Date of Order – insert payee's name and address as shown on the Standard Form 1034.
6. Articles or Services – insert the contract number as shown on the Standard Form 1034.
7. Amount - insert the latest estimated cost, fee (fixed, based, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
8. A Summary of Claimed Current and Cumulative Costs and Fee by Major Cost Element. Include the rates at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch
9. The fee shall be determined in accordance with instructions appearing in the contract.

Note: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum of record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by the category of costs.

Direct labor – identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates – identify by cost center, the indirect cost rate, the period, and the cost base to which it applies.

Subcontracts – by subcontractor, provide details supporting schedules of each element of cost as provided herein for prime contracts.

Other Direct Costs – identify items the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel – identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment basis with/without separate program management, contract period will be specific in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash distributed by the contractor. These costs cannot be billed to the Government until paid by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs; (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in the unallowable accounts in the contractor's accounting system.

RE-SUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of a suspension, re-submissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amount should be shown under the appropriate cost category and include all appropriate supplemental schedules. **NOTE:** All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the re-submission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by deliver order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

- (1) Contractor's Name and Address – show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or when the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number – insert the number of the contract under which reimbursement is claimed.

- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year
- (8) Indirect cost center
- (9) Appropriate basis for allocation
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s)
- (11) Signature
- (12) Official title
- (13) Date

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fees, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchers costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

TASK ORDER MONITOR CHECKLIST FOR INVOICE REVIEW

Invoice No.: _____ Performance Period: _____ Task
Order Number #: _____

Contract No.: _____ Contractor: _____ Site: _____

Task Order Monitor:
Due to PO on: _____

Please provide written explanations when answers are "no" Y N

VOUCHER OVERVIEW

- | | | |
|---|-----|-----|
| 1. Are specific (site, WA, etc.) costs correctly broken down, accumulated and billed? | [] | [] |
| 2. Does the invoice period of performance (POP) cover the progress report POP? | [] | [] |
| 3. Are the billed costs authorized by the work assignment/workplan or the contract? | [] | [] |
| 4. Is the math accurate? | [] | [] |
| 5. Are the costs and LOE invoiced sufficiently below the estimates on the approved workplan to accomplish remaining work? | [] | [] |

LABOR

- | | | |
|--|-----|-----|
| 6. Is the labor mix consistent with the workplan? | [] | [] |
| 7. Are the labor hours commensurate with work completed this month? | [] | [] |
| 8. Are the employees' labor categories the same as the last period? | [] | [] |
| 9. Were any premiums for overtime authorized by the CO or allowable in the contract? | [] | [] |

OTHER DIRECT COSTS

- | | | |
|---|-----|-----|
| 10. Was consent for any charges for subcontractors/consultants received in advance? | [] | [] |
| 11. Is the level of subcontract effort charged commensurate with the level of progress made? | [] | [] |
| 12. Do travel expenses appear reasonable and within the approved budget? | [] | [] |
| 13. Do supply and material costs appear appropriate for the tasks completed this month? | [] | [] |
| 14. Was the type and quantity of equipment approved by the CO prior to purchase? | [] | [] |
| 15. If present, does the amount of ALL other direct costs seem reasonable and commensurate with the work performed? | [] | [] |

[X] No exceptions are made to the invoiced amount for the work assignment and period of performance referenced above. I recommend paying \$_____ on this invoice.

TO Monitor: _____ s/

DATE: _____

SUPERFUND SITE SPECIFIC INVOICE ATTACHMENT

Contract Attachment Page 1

Contractor:
Contract Number:
Period of Performance:

EPA Site	Site ID	WA Number	Finance Office	DCN	Document Invoice Number	Account Number Charge	Current Dollars	Cumulative Dollars
Deed & Title Search	A400	04-0001-A400-RP	RTP	XXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX

Contractor Summary Report

WORK ASSIGNMENT#

INVOICE PERIOD OF PERFORMANCE: 04/27/2004-05/26/2004

[illegible]

ATTACHMENT 3

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) ENFORCEMENT SUPPORT SERVICES IV (ESS)

1.0 INTRODUCTION

This performance-base Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidance that the United States Environmental Protection Agency (EPA) will use in evaluating the technical performance of the Contractor in accordance with the terms and conditions of the Request for Proposal (RFP), Solicitation Number ~~PR-R4-04-10086~~ for Enforcement Support Services (ESS). PR-R4-09-

The QASP will be used as a government document to enforce the inspection and acceptance of the RFP. The QASP is not part of the contract, but is provided to the Contractor solely as information. **The Government reserves the right to make changes to this QASP during the contract performance period.** The QASP describes the mechanism for documenting noteworthy accomplishments or discrepancies for work performed by the Enforcement Support Services (ESS) contractor. Information generated from EPA's surveillance activities will directly feed into the EPA's performance discussions with the contractor.

1.1 Purpose of the QASP

The QASP provides the EPA Enforcement Project Manager (EPM), EPA Regional Attorney, EPA Project Officer (PO), and the EPA Contracting Officer (CO), the ability to conduct surveillance activities of contractor performance during the life of the contract. The QASP details how and when EPA will monitor, evaluate, and document contractor performance in performance-based Statement of Work (SOW) for Enforcement Support Services.

The QASP is intended accomplish the following:

1. Define the role and responsibilities of participating Government officials;
2. Define the key deliverables that will be assessed;
3. Describe the rating elements and the evaluation method that will be employed by the Government in assessing the Contractor's performance.
4. Provide copies of the performance assessment form(s) that the Government will use in documenting and evaluating the Contractor's performance.
5. Describe the process of performance assessment documentation.

1.2 Roles and Responsibilities of Government Officials

The QASP is a guide to be used by EPA personnel in the conducting of surveillance activities of the ESS contractor after contract award. Enforcement Project Managers (EPMs) who manage projects for the EPA Region 4 Superfund Enforcement (e.g., Life Scientist, Environmental Engineers, Civil Investigators, etc.) may be called upon to review technical documents and products generated by the ESS contractor. EPA contract managers (e.g., Project Officers, Work Assignment Managers, and Contract Specialist) will also conduct review of contract specific Reports of Works such as

invoices, monthly status reports, and work plans. The PO and the CO will utilize the QASP as a tool to evaluate if the contractor-provided service meets the performance standards in the contract and will be the basis for determining incentives and disincentives for EPA contractor.

The **Contracting Officer's Representative (COR)** will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the contractor on a day-to-day basis.

The **Contracting Officer (CO)**, or his/her representative, will have overall responsibility for overseeing the Contractor's performance. The CO will also be responsible for the day-to-day monitoring of the Contractor's performance in the area of contract compliance, contract administration, cost control; reviewing the COR/CO's assessment of the Contractor performance; and resolving all differences between the COR/CO's version and the Contractor's version. The CO may call upon the technical expertise of other Government officials as required.

1.3 Key Deliverables to be Assessed

At a minimum, the following deliverables will be evaluated by the QASP:

- Draft plans for conducting PRP Searches
- All draft reports (e.g. PRP Search, Title Search)
- Final reports
- Cost control
- Timeliness of contract deliverables for Tasks A (Administrative Support of EPA Events), B (Enforcement Support Tasks), C (Institutional Controls for Title Search at Superfund sites), D (Superfund Document Management System), and E (Special Projects)
- Contract specific Reports of Work

2.0 Rating Elements and Standards of Performance for Key Deliverables

The contractor's performance shall be evaluated by assessing the key deliverables described above. The rating elements and acceptable standards of performance for the key deliverables are described below:

- (1) Quality of Performance
 - a. Completeness: Contractor addressed all of the requirements relating to the deliverables under review.
 - b. Deliverables meet criteria specified in the SOW.
- (2) Timeliness
 - a. Delivered/revised according to schedule established in the contract, or as modified by the CO.
- (3) Cost
 - a. Cost is within budget or at a cost savings to the Government.

- (4) Internal Quality Control
 - a. Extent to which contractor identifies problems and/or deficiencies and self-corrects them.

3.0 Surveillance Methodology

EPA will utilize the following quality assurance surveillance.

3.1 Periodic Monitoring

This surveillance method consists of monthly, semi-annually, annual and random surveillance of deliverable for Tasks 1, 2,3,4 and 5 and contract specific Reports of Work generated by the ESS contractor.

3.2 Process of Quality Assurance Assessment

A determination of the contractor's overall performance will be on an annual basis. EPA will provide annual customer feedback to the contractor by summarizing the past year's surveillance activities under the Contractor Performance System administered by the National Institute of Health (CPS). In addition, EPA will provide immediate and annual performance customer feedback from EPA personnel involved in the utilization or management of the ESS. As soon as noteworthy accomplishments or discrepancy is identified with a deliverable generated by the ESS contract, the PO and CO will notify the contractor.

4.0 Surveillance Documentation

The ESS Surveillance Activity Checklist (Appendix 2) will be used by EPA personnel conducting monitoring of contractor's performance for the ESS. Performance evaluations associated with the performance categories of quality, cost, and timeliness for the contract will be documented on the Contractor Performance Evaluation Form (Appendix 3) and attached to the ESS Surveillance Activity Checklist. The ESS Surveillance Activity Checklist and the Contractor Performance Evaluation Form will be submitted the PO and CO for appropriate action. Also, the contractor Performance Evaluation Form will be used to document findings for the past year's surveillance activities for the contractor's performance under the ESS contract and will be the basis for an annual performance discussion between EPA personnel and the ESS contractor representative under the CPS.

Appendices

- 1. ESS Surveillance Activities Checklist

ATTACHMENT 4

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

**INSTRUCTIONS FOR
PERFORMING
THE ANNUAL ALLOCATION
OF NON-SITE-SPECIFIC COSTS**

Program Costing Staff
Office of Financial Management

Attachment 4

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OF NON-SITE-SPECIFIC COSTS

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**INSTRUCTIONS FOR
PERFORMING
THE ANNUAL ALLOCATION
OF NON-SITE-SPECIFIC COSTS**

Program Costing Staff
Office of Financial Management

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SECTION I

INTRODUCTION

OVERVIEW

Two appropriations: CERCLA as amended by SARA (Superfund program) and OPA (Oil Pollution Act) authorize the U.S. Government to recover all response costs associated with cleaning up hazardous waste sites and oil spills. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to the total of all sites with and without Superfund site spill identifier numbers (SSIDs) or OPA incident specific site I.D.s and program-wide non-site activities. This effort is called Annual Allocation. The resulting allocation will yield ratios between the total site specific portion for the superfund and oil sites. This ratio will be applied to all Superfund and OPA sites through the EPA cost recovery process. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program Costing Staff (PCS) of the Office of Financial Management. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCS for guidance.

DEFINITIONS OF TERMS

Capital Equipment - EPA purchased equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole. May be split or wholly funded through the Superfund, OPA or other appropriation.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular Superfund locations at which a Site/Spill Identifier (SSID) or OPA identifier has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs. The "ZZ" site identifier is found in the second two digits of the site project field (positions 29 and 30) of the 41 digit EPA accounting code.

Program-wide non-site activities - usually identified with a "00" site identifier. Costs incurred for activities which support the overall Superfund or OPA program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include databases developed for use by the Superfund program, training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund or OPA issues.

Project Management - Program management type oversight costs for one or a number of sites within a multi-site work assignment. Multi-site project management costs should be allocated proportionately to the sites charged under the work assignment using a separate column and a backup schedule supporting the allocation of each work assignment (Schedule E). Such costs should be charged to the "00" site account at time of invoicing - if assigned to the "ZZ" account, they should be reassigned to the "00" account at the time of invoicing..

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Site-support non-site activities - Usually identified with a "00" site identifier. Costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier (Superfund term) or Incident Specific Site (OPA term) - specific two character alpha-numeric designation for each Superfund or OPA site within a region. The SSID or incident-specific number is in the site project field (positions 27-30) of the IFMS 41 digit accounting code. (Note that for Oil sites prior to FY98, the site ID was in the Org code field (pos. 11-17). Attached to the Annual Allocation Instructions is the Accounting code structure and Oil Pollution Accounting Structure memo. This number is used to track all costs incurred on the site.

Start-up Costs - also called mobilization costs-- cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the second two digits in the site project field (positions 29-30) of the EPA 41 digit account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program Costing Staff (PCS) of the Office of Financial Management (OFM). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30. Indirect and other rate adjustments for prior years paid in this fiscal year should also be submitted with explanation of this fact. If these prior year costs are deemed material by PCS, the annual allocation report methodology would be modified to recover these costs only to the benefitting sites.

The Contractor shall provide PCS within 120 days after the end of the fiscal year the total amount of each invoice paid for the annual allocation period, separating Superfund, OPA and other non-Superfund costs. PCS will reconcile this payment history against the Agency's contract payment system and a letter confirming the total amount paid for the annual allocation period will be sent to the contractor. The contractor should provide an allocation report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The format the contractor may elect to combine all costs for all prior years not already submitted separately on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor shall submit the draft reports to PCS 60 days after receipt of notification of the total amount paid. PCS has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCS will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCS 30 days after revision is requested by EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to the total site amount and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Master Allocation report on a computer disk or electronically through EMAIL in a Lotus format. [PCS has a lotus format available for use by the contractor with all formulas.]

The annual allocation report submission includes the following:

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Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund, OPA and other non-Superfund appropriations
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)
- Schedule of Work Assignment Management costs (Attachment E)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, work assignment management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by PCS..

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoiced and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments, award fees. If the amount of such payments are material as determined by PCS, the contractor should prepare a separate allocation schedule spreading the costs over the benefitting sites and incorporating them on the annual allocation report.

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SECTION II

**ANNUAL ALLOCATION OF
NON-SITE COSTS**

Attachment 4

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. On the Statement of Methodology describe which costs were not included on the contract.

The allocation package submitted by the contractor should provide the information shown on the Master Allocation Schedule (Attachment A) along with the supporting documentation in Attachments B, C, D and E. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A (Master Allocation Schedule) is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc. Other supporting documentation is not generally requested but may be required by PCS to support the annual allocation report. Some examples include voucher payment support info if there is a reconciliation difference or a work assignment document with site ID name reference if a site name does not match the EPA listing.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, D and E.

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Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents both Superfund and OPA monies and other appropriations. The contractor should provide paid amounts from their records separating Superfund from OPA from other appropriations. For this step, assume the contractor provides a paid amount of \$380,000: a Superfund portion of \$280,000 and an OPA portion of 95,000 and other appropriation amount of 5,000. An example of the reconciliation is shown below:

SMITH & VAN PELT CORP		START REGION 1&2	68-W5-0032	FY1996		
		Total	OPA	SUPERFUND		
INV	PERIOD OF	PAID	PAID	Paid	OTHER	DATE
#	PERFORMANCE	Amount	AMOUNT	AMOUNT	APPROPR.	PAID
11	10/1/95-10/30/95	\$5,000	2000	3000	0	12/15/95
12	11/1/95-11/31/95	\$31,000	1,000	30000	0	01/15/96
13	12/1/95-12/31/95	\$29,000	5000	24,000	0	02/15/96
14	1/1/96-1/31/96	\$21,800	1,000	20,000	800	03/15/96
15	2/1/96-2/28/96	\$26,400	2,000	24,000	400	04/15/96
16	3/1/96-3/31/96	\$17,000	5000	12,000	0	05/15/96
17	4/1/96-4/30/96	\$23,300	3,000	20,000	300	06/15/96
18	5/1/96-5/31/96	\$24,200	3,000	21,000	200	07/15/96
19	6/1/96-6/30/96	\$31,500	11,000	20,000	500	08/15/96
20	7/1/96-7/31/96	\$42,600	10000	32,000	600	09/15/96
21	8/1/96-8/31/96	\$25,700	10,000	15,000	700	10/15/96
22	9/1/96-9/30/96	\$27,800	10,000	17,000	800	10/15/96
23	* 10/1/94-9/30/95	\$30,200	15,000	15,000	200	11/30/96
27	* 10/1/95-9/30/96	\$44,500	17,000	27000	500	01/15/97
		380000	95000	280000	5000	
		*(Indir. Rate adj)				

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year except for invoice 23. When the phrase "amount paid for work performed" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in

Attachment 4

the listing for that year as shown by invoice #27 if these costs have been billed and paid with approximately 120 days after the end of the fiscal year. When prior year indirect rate adjustments were unable to be processed within that time, they may be recovered in the following year. Invoice #23 represents indirect rate adjustments for the prior year. Since these adjustments are not over 5 % of the total amount paid, PCS had determined that these prior year costs can be recovered in this year's annual allocation report without requiring a special allocation to just those sites included under the indirect rate adjustment. (In most cases the same sites would be included in both the prior and current year's reports.)

The second important piece of information is the paid amount. The contractor amounts show \$380,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the total amount **paid** for work performed, not the amount **billed**. Third, note the breakout of Superfund, OPA and other appropriation dollars since PCS is recovering the superfund non-site monies and OPA non-site monies separately if applicable. The Attachment A shows \$280,000 as the Superfund subtotal, 95,000 as the OPA subtotal, 5,000 for other appropriations.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund (and OPA) amount paid. The contractor then has 60 days to complete the annual allocation report.

Step 2 - Identification of Site-Specific Costs -- Superfund and OPA sites

The next step in the annual allocation process is the conglomeration of the total site-specific costs paid for work performed during the fiscal year for both Superfund and OPA sites with and without SSIDs. Separate the site amounts for the two appropriations into separate sections on the Attachment A. Please note that OPA sites have a "Z" in front of the Region identifier: i.e. "Z345" is the North Fork Oil site in Region 3. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This total will be entered on *Attachment A, Master Allocation Schedule* (lines 1 and 2 - "Total Superfund sites with and without SSIDs" or line 3 and 4 "OPA incident specific sites"). A detailed breakout of amounts paid on each operable unit within a Superfund site should also be included, if the operable unit did not have its own SSID.

ATTACHMENT A- MASTER ALLOCATION SCHEDULE - SEE LAST PAGE OF DOCUMENT TO ACCESS LOTUS SPREADSHEETS

Row #	NAME OF CONTRACTOR	CONTRACT #68-W-5	B	C	D	E	F	G	H	I	J
	CATEGORY OF COSTS PAID	Amount	Pre-SSID Adjustment (STEPS 2 & 3)	Allocation Amounts STEP 4	Program Management STEP 10	REGIONAL PROGRAM Management STEP 10	WORK ASSIGNMENT Management STEP 10	Allocation of Start-Up Costs STEP 11	EQUIP. Costs STEP 12	Site Support Costs STEP 13	TOTAL Allocation Amos Cols (D+E+F+G+H+I+J)
1	SUPERFUND SITE COSTS										
	Sites with EPA S/S IDS										
	0101	15,000	1,000	16,000	1,270	1,528	3,524	360	2,535	6,928	16,144
	01A2	25,000	1,000	26,000	2,063	2,483		493	3,469	9,480	17,985
		40,000	2,000	42,000	3,333	4,012	3,524	853	6,004	16,408	34,135
	SUB TOTAL REGION 1										
	02B3	33,000		33,000	2,619	1,744	7,269	720	5,069	12,666	30,087
	02C4	22,000		22,000	1,746	1,162		402	2,829	7,069	13,208
		55,000	0	55,000	4,365	2,906	7,269	1,122	7,898	19,735	43,295
	SUB TOTAL REGION 2										
	SUPERFUND / SSID										
		95,000	2,000	97,000	7,698	6,918	10,794	1,974	13,902	36,144	77,430
2	SUPERFUND SITES WITHOUT SSIDS (BY REGION)										
	01ZZ	8,000	(2,000)	6,000	476	573		114	801	2,188	4,151
	02ZZ	3,000		3,000	238	159		55	386	964	1,801
	SUPERFUND SITES W/O SSIDS										
		11,000	(2,000)	9,000	714	732		168	1,186	3,152	
	SUPERFUND SITES										
		106,000	0	106,000	8,413	7,649	10,794	2,143	15,088	39,295	83,382
	OPA SITES										
	Sites with EPA SITE IDS										
	Z103	10,000		10,000	794	955		189	1,334	3,646	6,919
	Z105	30,000		30,000	2,381	2,866		568	4,003	10,939	20,757
		40,000		40,000	3,175	3,821		758	5,337	14,585	27,676
	SUB TOTAL REGION 1										
	TANKMASTER #1	20,000		20,000	1,587	1,057		365	2,572	6,426	12,007
	RT 7, ABAND DRUMS	35,000		35,000	2,778	1,849		639	4,500	11,246	21,012

Attachment 4

ATTACHMENT A- MASTER ALLOCATION SCHEDULE - SEE LAST PAGE OF DOCUMENT TO ACCESS LOTUS SPREADSHEETS

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ATTACHMENT A- MASTER ALLOCATION SCHEDULE - SEE LAST PAGE OF DOCUMENT TO ACCESS
LOTUS SPREADSHEETS

ATTACHMENT A- MASTER ALLOCATION SCHEDULE - SEE LAST PAGE OF DOCUMENT TO ACCESS LC'S SPREADSHEETS

Step 3 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) Program Management- contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories -Regional Program Management and Contract-wide or National Program Management.

Work Assignment Project

management - Program management costs included on multi-site work assignments that benefit any sites under the work assignment. Such costs are allocated on Schedule E (one schedule for each work assignment) and entered in the work assignment column. This allocation is similar to regional program management but the program management is allocated to sites under that work assignment instead of that region. The example below is a work assignment that has two sites - in separate regions. Site 0101 Pocillo has \$16,000 in site costs, site 02B3 Caldwell Trucking has \$33,000 in site costs, their percentage of the total site dollars is shown as the basis for the allocation of \$10,789 of work assignment project management costs of \$10,000 with its loaded program management of \$789 from the Attachment A, Line 4A, columns C and D.

ATTACHMENT E
SMITH AND VAN PELT
CONTRACT NUMBER 68-W5-0032
FY 1996

WORK ASSIGNMENT

			ALLOCATION	
REGION	SITE	COSTS	PERCENT	W/ASSIGN.
1	1	160000	.333522	9388
2	B3	330000	.677266	0612
TOTAL			490000	110789

Program Management costs will be entered onto Attachment A in Step 4. If separate OPA program management is funded under the contract, place the Superfund program management in lines 3, 4 and 5 and OPA program management in lines 10, 11 and 12.

The following costs have been identified as Superfund costs in the example because no OPA contracts have yet been given these types of costs (as of 4/98). However, if OPA funded activities of this nature are included on the contract, place them below the site specific costs and program management costs similar to the Superfund costs:

- 2) Start-up Costs (Also called mobilization costs) Activities incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 5.
- 3) Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 6.
- 4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:

Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or

Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 7.

- 5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund or OPA (non-recoverable appropriations); e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-CERCLA or OPA fund costs are not included in the allocation example.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities (similar activities may occur under OPA):

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- Regional Database development

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity. Generally, the costs of the annual allocation report are site allocable or can be included in program management unless there are significant program wide activities.

Step 4- Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 3, the amount of program management costs were identified. Depending on the area of coverage, there may only be one category of program management. For Zone or national contracts, there may be two categories – regional and national program management. Enter the amount of national program management, or contract program management identified in Step 3 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management by region, on Attachment A, Line 4, Columns A and C. Note: Multi-site project management should be included on attachment A after National or Regional PM and the allocation should be shown on a separate schedule for each work assignment. Work Assignment Management should be invoiced to the program management account

'00" monthly - see invoicing guidance and clause. Multi-site project management costs should be allocated to sites - not left in the obligating account - contact PCS or the RTP Financial Management Center for further information.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 5 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of non-site specific efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period rather than just the reporting period. These activities may be designated under a "mobilization" work assignment or just be charged to the program management work assignment. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management only under the superfund appropriation but if there is OPA start-up costs they are treated the same - requiring the schedule B to include OPA costs.

Any start-up costs incurred during this annual allocation period were identified in Step 3. In Step 5, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Superfund Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.
- C) Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.
- D) Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCS recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.
- E) Amount Amortized Each Year - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.
- F) Total Amount to be Allocated This Annual Allocation Report - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1995. During FY 1995 the contractor incurred and was paid for \$25,000 (all Superfund, no OPA) of start-up costs. These start-up costs are amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1995 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. In the current year, FY 1996, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1995. This amortized portion is entered on Attachment A, Line 5, Column C.

NAME OF CONTRACTOR: Smith & Van Pelt Corp

Start-Up Costs	FY	Number of Years Over Which to be Allocated	Amount to be Allocated	Year of Allocation	Amount Remaining
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25,000	1995	5	5,000	2nd	20,000
0	1996			N/A	0

TOTAL AMOUNT TO BE ALLOCATED
THIS ANNUAL REPORT:

5,000

TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:

20,000

Step 6 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed EPA owned equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. Most new contracts do not have this type of cost but may have been provided used EPA equipment that was transferred into the contract in which case, the remaining life from the previous contract should be depreciated if possible - contact PCS for more information. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a Superfund or OPA site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule. Site-specific capital equipment originally charged to the "00" program management site account can be recovered site specifically through the annual allocation process by adding a column to the spreadsheet and allocating the site specific equipment to the benefitting site (not shown on the example).

Any new capital equipment costs incurred during this annual allocation period were identified in Step 3. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods - including prior contracts.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) Date Charged to Contract - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.
- C) Capital Equipment - enter the name of each capital equipment item.
- D) Purchase Price - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.
- E) Useful Life - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The

useful life may extend beyond the term of the contract.

- F) Beginning Balance - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.
- G) Depreciation Amount - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.
- H) Ending Balance - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.
- I) Total Amount to be Allocated in this Annual Allocation Report - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1995. The current annual allocation period is for FY 1996. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1995. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the

equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1997 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1997 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

STEP 6

ATTACHMENT C

COST-REIMBURSED EQUIPMENT COSTS TO BE ALLOCATED

Fiscal Year 1996

CONTRACT NO.

NAME OF CONTRACTOR:

Date Charged

Useful

Date Charged	Contract	Capital Equipment	Purchase Price	Life in Years	Beginning Balance	Depreciation Amount	Ending Balance
Jan '94	**	Gas Chromatograph	80,000	5	16,000	32,000	
Oct '94		Mobile Laboratory	49,000	7	7,000	35,000	
Nov. '95		Tractor	45,000	3	15,000	30,000	
TOTAL AMOUNT TO BE ALLOCATED THIS REPORT:					38,000		
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:					97,000		

**Jan '94 Gas Chromatograph 80,000 5 16,000 32,000
(TRANSFERRED TO CURRENT CONTRACT 11/95)

Oct '94 Mobile Laboratory 49,000 7 7,000 35,000

Nov. '95 Tractor 45,000 3 15,000 30,000

TOTAL AMOUNT TO BE ALLOCATED THIS REPORT: 38,000

TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS: 97,000

****TRACED FROM PRIOR CONTRACT- RECOVERING REMAINING VALUE OF ASSET.**

Step 7 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund or OPA program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 3, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) Determination of Allocability - enter the allocability determination for each identified activity as either site-support or program-wide.
- C) Area of Applicability - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 Superfund sites, all Region 1 sites (including OPA), or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- D) Description of Activity - enter the description of the non-site activity. The description should provide for a complete description of the activity and if applicable to both Superfund and OPA.
- E) Amount of Activity - enter the amount of the non-site activity.
- F) Amount to be Allocated This Annual Allocation Report - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7 (Superfund), Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, (Superfund) Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of Superfund site-support costs. These Superfund site-support costs are further broken down into regional activities, \$25,000 of Region 1 superfund site-support activity and \$30,000 of Region 2 Superfund site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C. Note: if there are OPA or Superfund activities that only benefit the same appropriation's sites, allocate these activities to these sites only and create either a back up schedule or another column to show this allocation.

STEP 8 Attachment D

Schedule of Non-Site Activities - FY 1989

Determination of Allity	Activity Description	Dollar Amt.
site-support	Region 1 Sites Worker safety training for regional personnel	25,000
SUBTOTAL REGION 1 SITES		25,000
site-support	Region 2 Sites Worker safety training for regional personnel	28,000
site-support	Region 2 Sites NPL training	2,000
SUBTOTAL REGION 2 SITES		30,000
TOTAL ALLOCABLE ACTIVITIES		55,000
program-wide	Not allocable Training of first responders	10,000
program-wide	Not allocable Review State agency safety requirements	12,000
TOTAL NON-ALLOCABLE ACTIVITIES		22,000

Step 8 - Non-Superfund /Non-OPA Costs

Certain Superfund response action contractors may perform efforts other than Superfund or C - A activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund non-OPA monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

Step 9 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1, unless there are non-Superfund and non OPA costs equaling less than 5% of the contract. Otherwise, if it does not, please re-check your figures. In the Attachment A example, this amount equals \$380,000.

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 10 - Allocation of Program Management Costs

Program management costs are allocated to the total of all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts, if over 5% of the contract. The allocation should be based upon a method which equitably reflects the benefits provided by the program management. Again note that multi-site project management should be allocated to sites in a separate column on the Attachment A after Regional PM with Attachment E as support.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and work assignment Program Management. All contracts may not have all types of program management (contract-wide, regional or work assignment management), but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Both Superfund and OPA funded program management should generally be combined into one cost pool and allocated to all sites (as shown in the example Attachment A). Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to the Total of sites with and without SSIDs. The allocation to program-wide activities is performed in the same manner. Using the EPA provided Lotus or Excel spreadsheet, once the contractor fills in columns A and B, the whole spreadsheet should automatically calculate the amounts since the formulas are embedded. Just copy the formulas for the additional sites and activities. However, if necessary, a contractor can create the spreadsheet from scratch. The following pages provide the formula calculations.

Program Management Allocation

Formula:

$$\frac{\text{Program Management Amount}}{\text{Allocation Cost Base}} \times \text{Site or Activity Amount} = \text{Allocation Amount}$$

$$\frac{\$25,000 \times \$16,000}{315,000} = \$1270$$

Allocation of Costs:

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column A. This is the amount to be allocated.

The site or activity amount, in this example the Pocillo site, equals \$16,000- the amount shown in Attachment A, Column C.

The allocation cost base of \$315,000 (the total shown in Column C of \$378,000 less the \$25,000 Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1270 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all sites and activities. A credit to the Program Management amount in the amount of \$25,000 will appear on Attachment A, Line 1, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to the regional site total line and activities in that region.

Regional Program Management Allocation

Formula:

stackalign {R&egional~~Program#M&anagement~~Amount}
 ~~X~~{Site~~\or~~Activity~~Amount} over
 {Total~Regional~Costs~~Base}~~==~~stackalign{All&ocable#S&hare}

$$\begin{array}{rcl} \$10,794 & \times & \frac{17,270}{121,968} \\ & & = \$1528 \end{array}$$

In the example shown above, the Region 1 Program Management amount of \$10,794 represents the sum of the Regional Program Management identified on Attachment A, Line 3, Column A of \$10,000 plus the \$794 allocable share of Program Management costs identified in Column B.

The site or activity total amount, in this case the Region 1 total site amount, equals \$17,270. The amount includes the \$16,000 shown on Attachment A, Column A plus the allocable share of Program Management costs of \$1270.

The total regional cost base of \$121,968 represents the sum of total site amounts (with and without SSID) (42,000+3333)+(6,000+476) in Region 1, including any previous allocations of costs (Program Management Costs) plus any Region 1 specific non-site activity costs (25,000+1984) and OPA costs.(40,000+3,175). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. Repeat this calculation for non-site activity lines if necessary. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line. In this example for site 0101 the allocable regional program mgt. of \$1,528 is placed in column E, line 1.

Multi-site project management is allocated proportionally to the sites under that work assignment, just as regional and national program management and placed in column F.

Step 11 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to the total site line, equipment and non-site activities lines which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\text{Allocation} = \frac{\text{Start-up Cost} \times \text{Site or Activity Amount}}{\text{Total Allocable Cost}}$$

$$\frac{\$5,397 \times \$22,322}{\$334,603} = \$360$$

Allocation of Costs:

In the example shown above, the start-up cost amount of \$5,397 represents the sum of Columns C and D of Line 5 (\$5,000 and \$397, respectively). The total site amount, in this example the total site amount for site 0101 in Region 1, equals \$22,322 - the sum of the amounts shown in Columns C, D and E and F of Line 1 (\$16,000, \$1,270, \$1,528, and \$3,524). The Total Cost Base is \$334,603 which represents all costs from Column C, Line 1 of \$378,000 because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,397 and equipment of \$38,000. The allocable share of \$360 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 12 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\text{stackalign} \left\{ \text{Capital Equipment Cost Amount} \right\} \times \left\{ \text{Site or Activity Amount} \right\} \text{ over } \left\{ \text{Total Cost Base} \right\} = \text{stackalign} \left\{ \text{Allocable Share} \right\}$$

Allocation of Costs:

$$\$38,000 \times \left\{ \$22,682 \right\} \text{ over } \left\{ \$340,000 \right\} = \$2,535$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, F and G (\$38,000, \$0, \$0, \$0 and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$22,682 - the sum of the amounts shown in Columns C, D, E, F and G (\$16,000, \$1,270, \$1,528, \$3,524 and \$360, respectively). The Total Cost Base amount equals \$340,000 and represents all costs of \$378,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$2,535 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column H on the corresponding line.

Step 13 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs which benefit both Superfund and OPA sites. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract and may only benefit Superfund/ or OPA sites. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\text{stackalign} \{ \text{S\&ite} \sim \text{Support\#C\&ost} \sim \text{Amount} \} \sim \text{X} \sim \{ \text{Regional} \sim \text{Site} \sim \text{Amount} \} \text{ over } \{ \text{Total} \sim \text{Regional} \sim \text{Cost} \sim \text{Base} \} \sim \sim \text{stackalign} \{ \sim \text{All\&ocable\#S\&hare} \}$$

Allocation of Costs:

$$\$33,182 \sim \text{X} \sim \{ \$25,217 \} \text{ over } \{ \$120,781 \} \sim \sim \sim \$ \sim 6,928$$

In the example shown above, the Region 1 site-support cost amount of \$33,182 represents the sum of the Site-Support line item, Columns C, D, E, F, G and H (\$25,000, \$1,984, \$2,388, \$0, \$474 and \$3,336 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$25,217 - the sum of the amounts shown in Columns C, D, E, F, G and H (\$16,000, \$1,270, \$1,528, \$3524, \$360 and \$2,535 respectively).

The Total Regional Cost Amount is \$120,781 and represents all Region 1 site costs - sites with EPA SSIDs (\$ 59,726 for the 2 sites) and Pre-SSID costs (\$7,964) and OPA sites (\$53,091), including any allocations incorporated in Columns D, E, F, G and H. The allocable share of \$6,928 for site 0101 is entered on Attachment A, Line 1, Column I for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column I on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 14 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, H and I for each site and activity and entering the sum in Column J. These amounts represent each site's and activity's total share of allocated costs. The Column J site totals are used by EPA to calculate the Annual allocation rate(s) for this contract which are entered into EPA's cost recovery system, SCORPIOS.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

The contractor shall submit the Master Allocation Schedule report via email using Lotus 1-2-3, Excel or ASCII format. (Note: PCS can provide a Lotus 1-2-3 or Excel disk with all formulas for the Master Allocation Schedule and backup schedules. Our website: <http://www.epa.gov/ocfo/finstatement/finstatement.htm> has the spreadsheets and instructions.) Or you may contact our office at 202-564-4984 OR EMAIL US AT VANPELT.TINA@EPAMAIL.EPA.GOV.) One hard copy of the report should be provided with original signatures if signatures cannot be provided in the internet version of the certification letter.

ATTACHMENT 5

LABOR CLASSIFICATION

Labor Classification

Education Requirements: Unless otherwise specified, bachelor=s or advanced degrees in environmental, life or earth sciences, economics, business, law, public policy, computer sciences, information technology and related fields will satisfy all labor category education requirements. High school graduate or equivalent can be used to perform data entry functions.

Education and Experience Substitutions: For each labor category described below, years of additional relevant education or relevant experience in the field of endeavor may be substituted on a one to one basis as follows:

- (1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study, or specialized training in the particular field totaling four years will be an acceptable substitute for a Bachelor=s Degree.
- (2) A Bachelor=s Degree plus any combination of additional years of experience and graduate level study, or specialized training in the proposed field of expertise totaling two years will be an acceptable substitute for a Master=s Degree.

For example, if the education and experience requirements of a category requirement are an M.S. and 10 years relevant experience, a person with a relevant B.S. and 12 years relevant experience also qualifies for the labor category.

SENIOR ATTORNEY - 10 years of experience and provides legal opinions and advice in the investigatory process. Experience through the gathering of and analyzing of information needed to assess the liability of potentially responsible parties. Skills in the preparation of legal opinions to include: (a) analysis of facts and evidence, (b) resolution of factual and legal issues and (c) make recommendations on investigative plans and reports. Expertise in resolving questions regarding legal titles of property, such as mortgages, liens, and contracts.

MID-LEVEL ATTORNEY - Typically has 6 years of experience, and operates under the general supervision of the project manager and may oversee assignments of less senior people.

ATTORNEY - Usually has some experience and a J.D. degree; works under supervision and may coordinate some lower level activities

CIVIL INVESTIGATOR

Involves office and outdoor work. Trace down individual and corporate personnel knowledgeable of receipt, handling and storage of hazardous materials at hazardous waste sites. Gather evidence for use in civil court cases.

DATA ENTRY CLERK

Inputs lists of items, numbers, or other data into computer or complete forms that appears on a computer screen. May also manipulate existing data, edit current information, or proofread new entries to a database for accuracy.

ENGINEERS

All engineering disciplines, including Civil, Structural, Electrical, Environmental, Geotechnical, and Chemical. must be able to identify and analyze facility documents, technical literature, and documents of a scientific and process engineering nature to determine and report chemical and petrochemical processes and practices; raw materials, intermediates, products, and waste streams; environmental compliance and reporting practices; and other related matters.

Qualifications and Experience:

M.S. or technical equivalent with six to eight (6- 8) years process engineering experience AND a minimum of three (3) years of specialized experience in environmental compliance management and reporting; or

B.S. or technical equivalent with eight to twelve (8- 12) years process engineering experience AND a minimum of five (5) years of specialized experience in environmental compliance management and reporting.

ENVIRONMENTAL ANALYST

Experience in collecting field data, tabulating data, and preparing non-interpretative field reports. Supports the execution of Work Assignment (WA) tasks under the direction of a higher level Environmental Analyst functioning as a Work Assignment Manager (WAM). Applies technical and management systems analysis methods to define and develop solutions to problems and issues. Works under the direction of a Senior Environmental Analyst.

FINANCIAL ANALYST

Plans and directs analysis of financial data. Provides assessment of existing and proposed financial plans and policies. Performs ability pay assessments on individual and corporate personnel and provide summary report. Must be able to identify and analyze corporate business documents, including accounts payable, accounts receivable, stockholders reports, tax returns, balance sheets, insurance documents and other related financial documents to determine and report findings regarding corporate health, ability to pay, corporate infrastructure and related matters.

Qualifications and Experience:

- M.S./M.A./M.B.A. with six to eight (6- 8) years general financial management and reporting experience AND a minimum of three (3) years of experience in analyzing the financial condition of small and large businesses, governmental institutions, and individuals to determine their ability to pay penalties, response costs, or to perform a response action; or

- B.S./B.A./B.B.A. degree with eight to twelve (8-12) years general financial management and reporting experience AND a minimum of five (5) years of experience in analyzing the financial condition of small and large businesses, governmental institutions, and individuals to determine their ability to pay penalties, response costs, or to perform a response action.

Financial Manager

Working in collaboration with the Senior Project Manager and in consultation with the Senior Project Manager, this individual ensures that financial reporting is appropriately reflected from

Project Manager-provided source documents into contract-compliant, timely, site-specific and accurate financial reports.

Qualifications and Experience:

- M.S./M.A./M.B.A. with six to eight (6- 8) years general financial management and reporting experience, and three (3) years in related government contract experience; or
- B.S./B.A./B.B.A. degree with eight to twelve (8-12) years general financial management and reporting experience and five (5) years in related government contract experience.

PARALEGAL SPECIALIST

Under supervision of the Project Manager, carries out assignments associated with projects tasked under the contract statement of work. Work assignments are varied and require some originality and ingenuity. Applies training of professional discipline to assigned projects and translates technical guidance and training received into usable deliverables. Evaluates information associated with various projects for use in making recommendations to the client. Responsible for coordinating and managing the full scope of litigation support activities for complex cases requiring the use of extensive technical resources and services. Review Chapter 7 or Chapter 11 bankruptcy petitions and schedules for legal and procedural compliance with the Bankruptcy Code, related states statutes, etc.

Qualifications and Experience:

- M.S./M.A. Degree in a technical field, with six to eight (6- 8) years related experience, AND three (3) years in support of environmental enforcement, including litigation; or
- B.S./B.A. Degree in a technical field, with eight to twelve (8- 12) years related experience, AND five (5) years in support of environmental enforcement, including litigation; or

PROGRAM MANAGER

Responsible for all aspects of the development and implementation of assigned projects and provides a single point of contact for those projects. Plans, organizes, and controls the overall activities of the contract. Responsible for contract management, configuration management, technical work, quality of work, scheduling, and costs associated with all work assignments issued under the contract. Functions as primary client interface, conferring with EPA program management on strategic issues and maximization of efficiency in achieving contract requirements. Ensures that all activities conform to the terms and conditions of the contract and work assignment requirements, including cost, schedule and quality parameters. Provides guidance, direction and ultimate management for all projects, and reviews all services and work products for conformance to cost, schedule and technical requirements. Responsible for reviewing and approving all monthly progress reports produced by Work Assignment Managers. Recommends and takes action to direct the analysis and solutions of problems.

Qualifications and Experience

- Ph.D. or J.D., with ten (10) years or more of demonstrable experience in managing complex programs or projects involving a diverse workforce and complying with Federal contracting requirements AND a minimum of six (6) years of specific environmental enforcement support experience AND a minimum of six (6) years of environmental records management experience;

or

-M.S./M.A. Degree or equivalent, with ten (10) years or more of demonstrable experience in managing complex programs or projects involving a diverse workforce and complying with Federal contracting requirements AND a minimum of eight (8) years of specific environmental enforcement support experience AND a minimum of eight (8) years of records management experience; or

-B.S./B.A. Degree with ten (10) years or more of demonstrable experience in managing complex programs or projects involving a diverse workforce and complying with Federal contracting requirements AND a minimum of ten (10) years of specific environmental enforcement support AND a minimum of ten (10) years of records management experience.

PROJECT MANAGER

Under general supervision of a manager, this individual plans, conducts, and supervise assignments on a project-by-project basis. Estimates budgets and schedules work to meet completion dates. Directs assistants, reviews progress, and evaluates results; make changes in methods, design, or equipment where necessary. Responsible for safety and designing cost effective approaches to define the extent of contamination at various waste sites in an accurate manner, and to develop feasible remedial options. Works independently and reports to Program Manager.

Qualifications and Experience:

B.S./B.A. Degree, with six to eight (6 - 8) years related experience, AND five (5) of experience related to the described functional responsibilities with an emphasis on Environmental Records Management, Environmental Enforcement AND Litigation Support. Additionally, the Project Manager should have a breadth of experience in both the functional/business operations and the technical aspects of this type of work.

RESEARCH ANALYST

Demonstrated understanding of economic principles, analytical research abilities, understanding of statistical analyses, effective problem-solving skills and excellent communication and technical writing skills.

SCIENTISTS

All Scientific disciplines, including Geologist, HydroGeologist, Chemist, Biologist, toxicologist.

SENIOR ENVIRONMENTAL ANALYST

Performs environmental tasks in one of the following areas: air, land, water, or solid waste; conducts analysis for enforcement actions; investigate environmental violations, collects samples for analysis; writes reports. Responsible for management and technical execution of large or complex enforcement program analyses and work assignments (WA) under the direction of the Program Manager. Determines technical objectives and approach; leads work assignments and directs the members of project teams to delivery of required work products. As Work Assignment Manager (WAM), responsible for drafting work plans and cost estimates and meeting the cost, schedule and technical quality requirements of specific WAs. Drafts monthly progress reports for Program Manager review and approval.

TECHNICIAN I

Prepares documents for indexing by removing staples, binders and copying torn or damaged pages. Inputs data into SDMS according to established procedures. After indexing, documents

are scanned into SDMS using the approved tested process. After scanning, the documents are reassembled. QA/QC is performed on indexed and scanned documents to ensure accuracy and reliability. Scanned records will be visually checked for quality and associated indices verified.

TECHNICIAN II

Responsible for the staffing, management, technical quality, scheduling, and scanning of documents into the Superfund Document Management System (SDMS) Work Assignments (WA) issued under the contract. Ensures that all activities conform to the terms and conditions of the contract and EPA Records Management standards. Provides experienced technical direction to members of the project team. Drafts monthly progress reports for Program Manager review and approval.

TITLE ABTRACTOR

Search public records and examine titles to determine a property title=s legal condition and chain of title. This individual is responsible for researching ownership records, instruments of title and other legal documents necessary in acquiring rights-of-way or easement rights to property required for public use. Work involves the searching of records from first recorded description to present time, checking the entire chain of title for reservations, outstanding interests such as mortgages, probates, judgments, liens, bankruptcy and miscellaneous matters against names in the chain title. Duties require the use of independent judgment in determining pertinent information and the ability to present this information in acceptable form. This individual must also coordinate with GIS service provider to ensure that source materials are accurate, pertinent, and complete so that graphical depiction or other deliverable outputs are accurate, consistent and thorough. An administrative superior reviews work for thoroughness and compliance with legal and departmental policy. Secures copy or summarize recorded documents affecting the title property, such as mortgages, trust deeds, liens, and contracts. Skills include demonstrated knowledge and understanding of research and investigation and understanding legal terms.

May coordinate work of Title Analyst, with Project Manager as Supervisor.

Qualifications and Experience:

- M.S./M.A. Degree in a technical field, with six to eight (6- 8) years related experience, AND three (3) years in support of environmental enforcement, including litigation; or
- B.S./B.A. Degree in a technical field, with eight to twelve (8- 12) years related experience, AND five (5) years in support of environmental enforcement, including litigation.

QA/QC MANAGER

Responsible for the implementation of QA/QC system and protocol. Conducts performance audits of each analyst to review their quality control documentation. Performs quality control checks at the analytical level to include the use of calibration blanks and standards, check standards, method blanks, laboratory control samples, matrix spike and matrix spike duplicates, internal standards, surrogates, and duplicate samples.